

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF NEW MEXICO

3 ALYSSA CARTON,

4 Plaintiff,

5 vs.

CV-17-0037 KG/SCY

6 CARROLL VENTURES, INC.,

7 Defendant.

8
9
10 TRANSCRIPT OF PROCEEDINGS

STATUS CONFERENCE

11 BEFORE THE HONORABLE KAREN B. MOLZEN

CHIEF UNITED STATES MAGISTRATE JUDGE

12 THURSDAY, MAY 11, 2017, 10:02 A.M.

13 ALBUQUERQUE, NEW MEXICO

14
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1 STATUS CONFERENCE

2 (Court in session at 10:02 a.m.)

3 LAW CLERK JEFFRIE MINIER: All rise.

4 THE COURT: Good morning. Please be seated.

5 We're here in the matter of Alyssa Carton v.
6 Carroll Ventures, Inc., in Civil Cause 17-37 KG/SCY and
7 those other cases that have been listed and have been
8 joined for the purposes of this hearing.9 Counsel, if you would introduce yourself,
10 please, and enter your appearance.11 MS. SHARON POMERANZ: Yes. Sharon Pomeranz
12 representing Alyssa Carton.13 THE COURT: I think we're all going to need to
14 speak up, if we could. Ms. Carton, thank you for being
15 here today.16 MS. ALYSSA CARTON: Thank you for allowing me
17 another opportunity to come.18 THE COURT: I'm glad to have you here. I see I
19 have three attorneys at counsel table.20 MS. ANNA INDAHL: Good morning, Your Honor.
21 Should I come to the podium for my appearance?22 THE COURT: No, I think we can hear you all
23 right.24 MS. ANNA INDAHL: Okay. I'm sort of coming
25 down to the microphone.

1 Anna Indahl on behalf of Carroll Ventures. Do
2 you want me to list the CV numbers, the full clients?

3 THE COURT: If you would.

4 MS. ANNA INDAHL: Okay. And that's CV-0037.
5 And B+H Investments, LLC, which is CV-00153. Westland
6 Properties, LLC, which is CV-00084. And M & E New Mexico
7 Property, LLC, which is 00161.

8 THE COURT: All right. Thank you.

9 MR. SPENCER REID: Your Honor, Spencer Reid
10 with the Keleher firm here on behalf of New Mexico Bank &
11 Trust, CV-00164.

12 THE COURT: Thank you.

13 MR. GEOFFREY RIEDER: Your Honor, if the Court
14 please. I'm Geoff Rieder. I'm here today on behalf of
15 the Sedberrys, who are defendants in Case 00160. They're
16 in the courtroom.

17 THE COURT: And you'll need to speak up for me,
18 please, or get closer to the microphone. There we go.

19 MR. GEOFFREY RIEDER: Okay. Did you hear any
20 of it?

21 THE COURT: Now I can hear you.

22 MR. GEOFFREY RIEDER: Okay. So, the Sedberrys,
23 and they're here. 00160 is their cause number. And then
24 3801 Eubank, which is Cause Number 00301.

25 THE COURT: All right. And I believe I have

1 some attorneys on the telephone, as well. If you want to
2 please give your name and identify yourself.

3 MR. REPPS STANFORD: This is Repps Stanford
4 from Moody & Warner on behalf of Three J's, Limited
5 Partnership. The cause of action is 17-CV-00173.

6 THE COURT: Thank you.

7 MR. MARK RHODES: This is Mark Rhodes. I
8 represent Johanna James and Frederick Yost. The cause of
9 action is CV-00304 LF/CG.

10 THE COURT: Any other attorneys on the phone?

11 MR. STEPHEN HAMILTON: Yes. Yes, Your Honor.
12 Stephen Hamilton, Montgomery & Andrews. I'm appearing on
13 behalf of Kawips, New Mexico, LLC, and that is Cause
14 Number CV-00159.

15 MS. SANDRA BROWN: Your Honor, Sandra Brown
16 appearing for Miller Family Real Estate in Cause Number
17 00075.

18 THE COURT: Anyone else? Unless you're
19 speaking, for those folks on the phone, would you please
20 put your phone on mute so that we don't get any feedback.

21 Any other attorneys on the phone who have not
22 entered an appearance?

23 MR. MARTIN ORLICK: Yes, Your Honor. May it
24 please the Court. My name is Martin Orlick, O-R-L-I-C-K,
25 of the law firm of Jeffer, Mangels, Butler & Mitchell in

1 San Francisco. I represent Cole MT Albuquerque, which is
2 CV-00038. I also am appearing specially on behalf of
3 Cole AB Albuquerque, and that is 00063. And finally, I'm
4 appearing specially on behalf of Wells Fargo Bank in
5 00229.

6 THE COURT: All right. I'm assuming there are
7 no further entries of appearance by telephone.

8 It looks like we have a lot of folks out there
9 in the audience, as well. Do any of the attorneys out in
10 the audience want to make an appearance? And if so, I
11 think you could just tell me who you -- I do need you to
12 come forward to the microphone, but let's shorten this
13 up, if we could. If you'd just give me your name and the
14 case number.

15 MR. WINTER LAITE: Winter Laite, Carton v.
16 Petty, 0085.

17 THE COURT: Thank you.

18 MS. LORNA WIGGINS: Lorna Wiggins in matters
19 00048 and 00223.

20 THE COURT: Thank you.

21 MS. THERESA PARRISH: Theresa Parrish, 00295.

22 MR. AARON VIETS: Aaron Viets, 00298.

23 MS. JILL COLLINS: Jill Collins, 00220; 00069;
24 00060; 00296; and finally, 00213.

25 THE COURT: Thank you.

1 MR. BENJAMIN DECKER: Benjamin Decker, 00082
2 and 00083.

3 THE COURT: Thank you.

4 MS. GINA DOWNES: Gina Downes in matters 00222
5 and 00297.

6 THE COURT: Thank you.

7 MS. BARBARA STEPHENSON: Barbara Stephenson,
8 00309.

9 THE COURT: Thank you.

10 MS. ERIKA ANDERSON: Erika Anderson on behalf
11 of Holiday Bowl, Case Number 158.

12 MS. TIFFANY ROACH MARTIN: Tiffany Roach Martin
13 on behalf of Zia Trust, Inc., 000085.

14 MR. NATHAN NIEMAN: Nathan Nieman on behalf of
15 U.S. Bank National Association, 00315.

16 MR. THOMAS DAWE: Good morning, Your Honor.
17 Tom Dawe on 00228.

18 MR. MARK GLENN: Good morning, Your Honor.
19 Mark Glenn on 00154 and 00156.

20 MS. CASSANDRA MALONE: Good morning. Cassandra
21 Malone on behalf of HDY LLC, 00040.

22 MR. JOHN ZIEGLER: Good morning. John Ziegler
23 on behalf of 227.

24 MR. JAMES CHAVEZ: Good morning, Your Honor.
25 James Chavez on 303 and 311.

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1 MS. MONICA GARCIA: Good morning, Your Honor.
2 Monica Garcia, Butt Thornton & Baehr. I'm here for 294
3 and 78.

4 MS. AGNES F. PADILLA: Good morning, Your
5 Honor. Agnes F. Padilla for 59, 211, 215, and 218.

6 MR. MARK JARMIE: Good morning, Your Honor.
7 Mark Jarmie appearing in Case 310.

8 THE COURT: Thank you.

9 MR. BILL CHAPPELL: Your Honor, Bill Chappell
10 appearing in Case 00305.

11 THE COURT: Did you hear that, Julie?

12 THE COURT REPORTER: Would you say the case
13 number again, please.

14 THE COURT: Would you say the case number
15 again, please.

16 MR. BILL CHAPPELL: 00305.

17 THE COURT: All right. Thank you. Anybody
18 else on the telephone?

19 All right. We're here today. This is a
20 continuation of a prior hearing. I found that I really
21 needed to hear from Ms. Carton in this case.

22 Ms. Carton, if you would just speak into the
23 microphone for me.

24 MS. ALYSSA CARTON: Sure.

25 THE COURT: I do want to place you under oath

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1 at this time, so if you'd raise your right hand.

2 MS. ALYSSA CARTON: Oh, okay. Thank you.

3 THE COURT: Actually, right hand.

4 MS. ALYSSA CARTON: Sorry.

5 THE COURT: There you go. Do you solemnly
6 swear that your testimony today in court will be the
7 truth, the whole truth, and nothing but the truth?

8 MS. ALYSSA CARTON: Yes, ma'am.

9 THE COURT: All right. And you don't need to
10 worry; I think that's picking you up just fine.

11 MS. ALYSSA CARTON: Oh, okay. Yeah. I've
12 never done this before. But thank you.

13 THE COURT: All right.

14 MS. ALYSSA CARTON: I have a written statement
15 on my mother's laptop that I would like to read.

16 THE COURT: That would be fine.

17 MS. ALYSSA CARTON: Okay. Thank you.

18 My apologies to the Court for missing the last
19 hearing. I wasn't ready when the bus showed up, so I
20 canceled the service.

21 However, I texted my attorney that the bus had
22 broken down, because I panicked and I didn't know what to
23 say. I had a brain lapse. I was doing something, and
24 then I forgot what I was doing.

25 So she called me after receiving my text, and I

1 told her I wasn't going to make it to court, and asked
2 her to dismiss my cases.

3 I have experienced barriers to -- I have
4 experienced barriers to access at many public places
5 throughout my life. I did experience barriers as
6 identified by the ADA at each location I filed a suit
7 against. Originally, I decided to file ADA suits to be
8 an advocate for myself.

9 THE COURT: Can you slow down just a bit?

10 MS. ALYSSA CARTON: Sure.

11 THE COURT: There you go.

12 MS. ALYSSA CARTON: Originally, I decided to
13 file ADA suits to be an advocate for myself and other
14 people with disabilities, but the stress and bad
15 publicity, the hate mail, and other risks to my health
16 are too problematic and overwhelming for me.

17 I did retain Ms. Pomeranz to represent me. I
18 met Ms. Pomeranz through an ad on Craigslist. We met at
19 my house to discuss the ad and the barriers I faced.
20 Ms. Pomeranz contacted a Litigation Management Company.
21 We all kind of met and --

22 THE COURT: I'm sorry. I couldn't hear you.

23 MS. ALYSSA CARTON: Sorry about that. We all
24 met and discussed --

25 THE COURT: I'm sorry. Could you give me the

1 sentence before that?

2 MS. ALYSSA CARTON: Oh, let me go back. I
3 said, we met at my house, me and Ms. Pomeranz, and as
4 well as the team of people that she's working -- was
5 working with, to file all these cases.

6 I reported all the monies I received. Let's
7 see here. I can't scroll down. Okay.

8 I reported all the monies I received from the
9 Litigation Management Company to the Court. Ms. Pomeranz
10 and I received litigation support and funding from the
11 Litigation Management Company, which I stated earlier.

12 I do not wish to take up more of the Court's
13 time or more resources, so I would ask to dismiss any
14 remaining cases.

15 In the future, I will use dispute resolution if
16 I encounter a barrier to access.

17 I just want to make it clear, I do not work for
18 AID.

19 And, yeah, that's pretty much all I need to
20 say.

21 THE COURT: All right. I do have questions for
22 you, and I'm sure that some of the folks over here will
23 have questions, as well.

24 MS. ALYSSA CARTON: Yes. Thank you.

25 THE COURT: So tell me about this Craigslist.

1 Tell me how you first found out about this.

2 MS. ALYSSA CARTON: Well, you know, like I
3 said, I was online, looking for something to do, and I
4 was interested in advocacy on some level. I have friends
5 that I talk to about advocacy issues all the time and
6 things like that. And so it wasn't, you know -- what is
7 the word I want to use? It's not uncommon for me to want
8 to go out and find things to do to benefit my community
9 of people with disabilities. I did that. And, you know,
10 I was --

11 THE COURT: Tell me about this ad on
12 Craigslist. What did it say?

13 MS. ALYSSA CARTON: I don't remember the
14 specifics of the ad, but it was just basically saying,
15 you know, are you interested in making a change? You
16 know, call this number or whatever. And it led me to
17 Ms. Pomeranz, in a nutshell.

18 THE COURT: Okay. So was Ms. Pomeranz's phone
19 number on that ad?

20 MS. ALYSSA CARTON: No, it was somebody else's.
21 It was the team of people that she was working with. I
22 don't remember if it was -- well, no, it was the
23 secretary. I think it was something like that. It was a
24 secretary. And then it could have been a cellphone or
25 something like that, as far as I know. And then they

1 were saying, you know, they represent her, work with her,
2 but they just wanted to be available for someone like me
3 if I wanted to pursue ADA compliance.

4 THE COURT: And did it indicate any kind of
5 financial incentive?

6 MS. ALYSSA CARTON: No, I don't think so.
7 Well, I mean, it did indicate that, you know, if
8 settlements happened, you know, that I would receive
9 funds from something like that, you know. I mean, it's
10 just kind of obvious if you go and you sue somebody and,
11 you know, disputes happen or whatever, there's a
12 settlement. This is something I kind of took with a
13 grain of salt, you know, to be part of the deal.

14 THE COURT: All right. And did you enter into
15 a contract?

16 MS. ALYSSA CARTON: Yes, I did.

17 THE COURT: And who was that contract with?

18 MS. ALYSSA CARTON: Ms. Pomeranz.

19 THE COURT: All right. And did you -- you made
20 reference to being paid a certain amount per case that
21 was filed?

22 MS. ALYSSA CARTON: Well, I reported the monies
23 to the Court and things like that, but I think I might
24 have just threw that out there, you know, when I was
25 confronted with the news and things like that. People

1 were kind of attacking me about making money, and I was
2 just like, well, I'll just try to make something up.

3 THE COURT: Well, I'm just trying to find out
4 what the facts are.

5 MS. ALYSSA CARTON: Yeah. No, I totally
6 appreciate where you're coming from. And that's what I
7 did. I just made something up because people were
8 attacking me, and I just thought, well, try and give them
9 what they want. It didn't really help, though.

10 THE COURT: Did anyone pay you for filing a
11 lawsuit? Any organization? Did anybody pay you?

12 MS. ALYSSA CARTON: Did anybody pay me for --

13 THE COURT: For filing a lawsuit?

14 MS. ALYSSA CARTON: It seems like I got money
15 from settlements, you know, but that's all I'm aware of.

16 THE COURT: Okay. Because you know --

17 MS. ALYSSA CARTON: We have an affidavit, if
18 you'd like to see the affidavit.

19 THE COURT: Well, I've got you here, so I'd
20 rather just ask you questions at this point. And of
21 course I'll look at the affidavit.

22 MS. ALYSSA CARTON: Okay. I wasn't sure --

23 MS. SHARON POMERANZ: She's referring to
24 something that was filed with the Court, that's part of
25 the record.

1 MS. ALYSSA CARTON: Yeah.

2 THE COURT: Oh, the IFP applications?

3 MS. SHARON POMERANZ: Yes.

4 THE COURT: Okay.

5 MS. SHARON POMERANZ: She had updated any
6 monies that she received from litigation expenses to the
7 Court.

8 THE COURT: Okay.

9 MS. SHARON POMERANZ: It's under seal, though,
10 so I'm not going to say the amount.

11 THE COURT: All right. It's my understanding
12 that you indicated to someone that you were being paid
13 \$50 per case. Is that true?

14 MS. ALYSSA CARTON: I don't know. I don't know
15 if I did or not. I mean, I was at a point in time where
16 I was just kind of talking to a lot of the different
17 people, so...

18 THE COURT: But I'm asking you: Were you paid
19 \$50 per case?

20 MS. ALYSSA CARTON: No.

21 THE COURT: Okay. The contract that you have
22 with Ms. Pomeranz, that is what you're referring to as
23 part of settlement proceeds that you anticipated getting?

24 MS. ALYSSA CARTON: I guess so. Right?

25 THE COURT: Well, I'm asking you.

1 MS. ALYSSA CARTON: Yeah. Yeah.

2 THE COURT: Okay. And, indeed, there have been
3 some settlement monies that you have received in these
4 cases?

5 MS. ALYSSA CARTON: Yes.

6 THE COURT: You did apply for in forma
7 pauperis. And what was your understanding of in forma
8 pauperis?

9 MS. ALYSSA CARTON: I don't think I understood
10 in forma pauperis. Honestly, I don't think I understood
11 it very well. I mean, at this point I'm just going to
12 have to deal with the fact that that was filed, so...

13 THE COURT: Well, I'm here on the in forma
14 pauperis statute. That's Section 1915. And you did fill
15 out those applications in each case, correct?

16 MS. ALYSSA CARTON: Yeah, that was probably --
17 I think that was a while ago, which is why I probably
18 don't remember it very well. But, yeah, I'm pretty sure
19 I filled that out. Yeah.

20 THE COURT: I want to make sure that you know
21 and that everyone here knows what in forma pauperis
22 means. That application, once approved, allowed you to
23 avoid pre-payment of the fees. There is a mandatory \$400
24 fee.

25 MS. ALYSSA CARTON: Uh-huh.

1 THE COURT: \$350 of that is a filing fee, and
2 \$50 is an administrative fee.

3 MS. ALYSSA CARTON: Oh, okay.

4 THE COURT: So for each case, there's a total
5 of \$400 filing fee that is mandatory.

6 MS. ALYSSA CARTON: Uh-huh.

7 THE COURT: When you applied for in forma
8 pauperis treatment and that was approved, that meant that
9 you were -- that the Court agreed to waive the
10 pre-payment of those fees.

11 MS. ALYSSA CARTON: Uh-huh. Okay.

12 THE COURT: You nevertheless remain obligated
13 to pay those \$400 per case.

14 MS. ALYSSA CARTON: Okay.

15 THE COURT: So right now, that would be --
16 let's see. For the total of those cases, that's \$39,600
17 that you're obligated to pay.

18 MS. ALYSSA CARTON: Okay.

19 THE COURT: Now, you have made payments --

20 MS. ALYSSA CARTON: Yeah.

21 THE COURT: -- towards that filing fee.

22 MS. ALYSSA CARTON: Yes.

23 THE COURT: And I don't think those are under
24 seal, are they, Ms. Pomeranz?

25 MS. SHARON POMERANZ: I don't think so, no.

1 THE COURT: I have you paying \$400 on March
2 3rd; \$50 on March 3rd; \$350 on March 23rd; \$100 on March
3 23rd; and \$400 on April 10th. Have you made any other
4 payments?

5 MS. ALYSSA CARTON: I don't think so. I'm not
6 sure, though. I'd have to look at my records. I hadn't
7 -- yeah.

8 THE COURT: And I believe there was about
9 \$5,000 in increased income that you indicated on one of
10 your updated status.

11 MS. ALYSSA CARTON: Yes.

12 THE COURT: What was the source of that income?

13 MS. ALYSSA CARTON: I think the cases. I -- I
14 don't remember the conversation with the person that
15 helped me file the situation. I'm sorry, I just -- I
16 don't know how to answer that.

17 THE COURT: All right. So you have filed these
18 cases. What was your understanding of your duties when
19 you agreed to do this for that?

20 MS. ALYSSA CARTON: Well, I agreed to be -- to
21 go to locations that I would go to and believe would help
22 advocate for people with other disabilities like mine. I
23 agreed, I believe, to be a tester in some of the
24 situations. And just some of them, I just flat-out have
25 been a customer of, and so it just didn't seem -- you

1 know, that was kind of a separate situation, where I
2 filed just as a regular person.

3 THE COURT: Okay. So in each of these cases,
4 there's a paragraph indicating that you went to these
5 businesses --

6 MS. ALYSSA CARTON: Uh-huh.

7 THE COURT: -- intending to take advantage of
8 goods and services at that location.

9 MS. ALYSSA CARTON: Yes.

10 THE COURT: Each of these locations?

11 MS. ALYSSA CARTON: Yes.

12 THE COURT: Let me ask you about a few of
13 these.

14 MS. ALYSSA CARTON: Sure.

15 THE COURT: How about Quality Jeep? Did you
16 intend to buy a Jeep?

17 MS. ALYSSA CARTON: I think I was interested in
18 making that available to other people with disabilities.
19 I was more interested in, you know, the fact that -- I
20 think it was a tester situation, where I went over there.
21 I don't have the money to buy a new car, so that's
22 something that wasn't personal to me.

23 But I have -- you know, later on I would be
24 able to do that if I -- you know, if -- I wasn't sure if
25 that fit in that category, to do that layer-on, if I had

1 more of an income. So it was kind of a sketchy
2 situation, and I think I realize that at this point in
3 time.

4 THE COURT: In each of these lawsuits --

5 MS. ALYSSA CARTON: Yes.

6 THE COURT: -- you made two separate
7 allegations; one that you were going as a customer --

8 MS. ALYSSA CARTON: Uh-huh.

9 THE COURT: -- and also that you were going
10 there as a tester. So with regard to Quality Jeep, you
11 were only there as a tester?

12 MS. ALYSSA CARTON: Yeah, I was only there as a
13 tester. I wasn't there as a...

14 THE COURT: And so that paragraph about being a
15 customer, that's untrue?

16 MS. ALYSSA CARTON: Yeah, that's untrue. I was
17 never there as a customer. I was there as a tester.

18 THE COURT: Is that also the case with visiting
19 the day care center?

20 MS. ALYSSA CARTON: Yeah.

21 THE COURT: All right. And how about -- I
22 believe it's a business called 9613. It's a men's
23 barbershop. Did you go there as a tester?

24 MS. ALYSSA CARTON: I don't remember that. I
25 don't remember the location of that one. Because I live

1 near a barbershop.

2 THE COURT: Okay.

3 MS. ALYSSA CARTON: And so if that one's the
4 one near like Wyoming and Constitution, I want to say --
5 I don't know if it's Constitution or not. But I do live
6 near a barbershop, and I do receive -- I do get my hair
7 cut at a barbershop. I'm not sure if it's that one, but
8 -- so it's possible.

9 THE COURT: But the allegation as to that
10 barbershop, at the previous hearing, the attorney
11 indicated that you went there on a Monday, according to
12 your --

13 MS. ALYSSA CARTON: Okay.

14 THE COURT: -- complaint, and that it was
15 closed that day.

16 MS. ALYSSA CARTON: Right.

17 THE COURT: Do you recall that?

18 MS. ALYSSA CARTON: I think I do. I think I
19 do, yes. I went out that day, wanting to get a haircut,
20 and they were closed, so we left and just came back
21 another day, and then maybe filed the paperwork
22 inappropriately or something like that. I don't think it
23 was malicious or anything like that. We just weren't
24 paying attention.

25 THE COURT: How about the U-Haul? Were you

1 there for goods and services at the U-Haul?

2 MS. ALYSSA CARTON: I was there, thinking at
3 that time that I might be selling my home and that I
4 might need boxes, and so, you know, both as a tester, I
5 believe, if I'm not mistaken, as well as a customer.

6 THE COURT: Tell me about how you visited all
7 of these locations. Tell me what you did.

8 MS. ALYSSA CARTON: What do you mean?

9 THE COURT: You had a driver?

10 MS. ALYSSA CARTON: I did have someone helping
11 me get there, yes.

12 THE COURT: Who was the driver?

13 MS. ALYSSA CARTON: Do you want a name, or do
14 you just want -- yeah, you do want a name. The name was
15 Craig. Craig. That's all I remember.

16 THE COURT: All right. And how did you get
17 that driver?

18 MS. ALYSSA CARTON: It was part of her team of
19 people.

20 THE COURT: The people from Litigation
21 Management Services?

22 MS. ALYSSA CARTON: Yeah. Whatever their name
23 is, yeah.

24 THE COURT: All right. And so did you actually
25 enter each of these businesses?

1 MS. ALYSSA CARTON: I entered most of them. I
2 think there is several that we -- that were just parking
3 lot situations that, you know, parking lot violations
4 that we filed. And so most of them, yes, I would say I
5 was there in the building. But there's several that we
6 just filed for the parking lot.

7 THE COURT: So who was the woman who was doing
8 the measurements at the -- was it Office Depot?

9 MS. ALYSSA CARTON: I don't know. I mean,
10 there was a woman in the beginning, but she wasn't around
11 for very long. I don't know.

12 THE COURT: Was she a driver?

13 MS. ALYSSA CARTON: She was. Yeah, she was a
14 driver. And we let her go because she was making me
15 uncomfortable, and she was making the people that we
16 were, you know, dealing with uncomfortable. And so it
17 was like, I don't want her help because, you know, it
18 puts me in this situation. I'm now in court because of
19 some of her behavior. So we just -- we let her go. Or
20 she let her go.

21 THE COURT: Ms. Pomeranz?

22 MS. ALYSSA CARTON: Yeah.

23 THE COURT: All right. So as I'm understanding
24 this, Ms. Pomeranz is the person who provided you with
25 the driver, or her team?

1 MS. ALYSSA CARTON: Yes. Yes.

2 THE COURT: All right. And did you actually
3 take any of the measurements?

4 MS. ALYSSA CARTON: I think I took a few, but
5 not a lot.

6 THE COURT: All right. And did Ms. Pomeranz
7 accompany you on these trips?

8 MS. ALYSSA CARTON: I think there might have
9 been one or two. I don't really remember. I remember
10 being on the phone with her, as well, so it might have
11 been that we were on the phone. But, yeah, that's all I
12 remember about that.

13 THE COURT: All right. Did she take any
14 measurements?

15 MS. ALYSSA CARTON: No.

16 THE COURT: Okay. What was your intention with
17 regard to visiting these businesses in the future after
18 you had filed the lawsuits?

19 MS. ALYSSA CARTON: Well, you know, some of
20 them, you know -- or maybe most of them, really, I would
21 be a customer, and at least let my friends and
22 acquaintances that are disabled know that, you know,
23 things are more accessible now and they're able to have
24 access to these locations.

25 THE COURT: What about you, individually?

1 MS. ALYSSA CARTON: I would benefit, as well.
2 I mean, it seemed like we would all benefit.

3 THE COURT: So was your understanding that you
4 would just go to these businesses on one occasion and
5 find violations?

6 MS. ALYSSA CARTON: I think I assumed that, you
7 know, I would find the violations on one visit or
8 something like that, but that, you know, just being a
9 general customer is a good thing, you know, and that I
10 would be able to tell people that I know that things are
11 being changed.

12 THE COURT: I think you told me, though, that
13 as far as many of these businesses, you did not go there
14 based upon seeking services or goods --

15 MS. ALYSSA CARTON: Well, sure.

16 THE COURT: -- but rather, to serve as a
17 tester.

18 MS. ALYSSA CARTON: Right. I did say that. I
19 assumed that at some point I might change my mind about
20 being a customer, and so that just kind of gave me room
21 in the future to just go there and be there. I wasn't
22 sure what I would want out of that.

23 THE COURT: Did you intend to visit each of
24 these locations in the future; I mean, actually go there
25 again?

1 MS. ALYSSA CARTON: I think I did, yeah.

2 THE COURT: As to how many?

3 MS. ALYSSA CARTON: I don't know. All of them
4 or most of them. I don't remember.

5 THE COURT: And how often did you intend to go
6 back?

7 MS. ALYSSA CARTON: I didn't really have an
8 estimate. I didn't -- I didn't have a -- you know.

9 THE COURT: Okay.

10 MS. ALYSSA CARTON: I just didn't decide on
11 that. I just left it open. So obviously, that doesn't
12 sound good, but...

13 THE COURT: But you didn't have like a
14 concrete --

15 MS. ALYSSA CARTON: I didn't have a concrete
16 plan. No, I'm not -- I'm not like that, sometimes.

17 THE COURT: Okay. Did you have contact with --
18 direct contact with the folks at Litigation Management,
19 other than the driver?

20 MS. ALYSSA CARTON: I talked to them a little
21 bit; not a lot.

22 THE COURT: Who did you speak to?

23 MS. ALYSSA CARTON: Craig, who -- yeah, he
24 works with her, and he's also the driver, so...

25 THE COURT: And then you mentioned a secretary

1 that you called?

2 MS. ALYSSA CARTON: Yes. I don't remember the
3 secretary's name.

4 THE COURT: Okay. But that was --

5 MS. ALYSSA CARTON: Yeah. There were multiple
6 people. There was a few people that I talked to.

7 THE COURT: Can you recall their names?

8 MS. ALYSSA CARTON: Let's see. My mind is
9 going blank. Alex, I think, was one of the names. I'm
10 not sure. But that sounds familiar, Alex.

11 THE COURT: Okay. Were there any businesses
12 that you visited, that you were prevented from getting
13 into the building due to your disability?

14 MS. ALYSSA CARTON: Yeah. Yeah, I would say I
15 think one of the -- the nursery that was on the news,
16 Ms. Laflin's broadcast. I wasn't able to go over there.

17 THE COURT: And why? What prevented you from
18 doing so?

19 MS. ALYSSA CARTON: Well, the parking lot
20 didn't have, you know, handicap spaces; and, as well, the
21 gravel was difficult for me to go through. But, you
22 know, if I'm going there, I'm going to have somebody help
23 me, you know, get there, get through the parking lot.

24 THE COURT: How did you decide on the number of
25 lawsuits that you wanted to bring?

1 MS. ALYSSA CARTON: I don't think I had a plan,
2 as far as that. I'm so sorry that that affected all
3 these people, but I didn't really have a plan, so it was
4 just kind of the way it turned out. It wasn't a concrete
5 plan. I mean, obviously I went and I did it, and I have
6 to own that. But I didn't intend to start out with, oh,
7 I want to do the entire city, or whatever. You know what
8 I mean? That wasn't my goal.

9 THE COURT: Did you ever express any concern
10 that in bringing so many lawsuits, you were taking on
11 more than you should?

12 MS. ALYSSA CARTON: I think I did at some
13 point, but I don't know if I -- I mean, I talked to my
14 personal friends about it, you know. I was like, this
15 seems kind of like it could go in the wrong direction.
16 But I don't remember. I think I might have told her, as
17 well, but that conversation is kind of out the window of
18 my mind right now. I'm sorry.

19 THE COURT: Did you consider requesting, if you
20 found a problem, directly talking with the businesses and
21 asking them to fix it prior to filing any lawsuits?

22 MS. ALYSSA CARTON: Yeah, I did. I did talk to
23 her team about that, and I think, you know, we just kind
24 of...

25 THE COURT: Were you discouraged from doing

1 that?

2 MS. ALYSSA CARTON: I think I was. I don't
3 remember how that conversation occurred, but I think, you
4 know, I either got confused or I was just trying to make
5 my point to the person I was talking to at the time, and
6 it just didn't come out in a concrete way.

7 THE COURT: So are you saying that you
8 indicated that you wanted to contact the businesses and
9 ask them to remediate prior to filing a lawsuit?

10 MS. ALYSSA CARTON: Yes. Yes. In fact, I
11 talked to the staff and assumed -- it sounded like there
12 was going to be a point where there were letters sent to
13 them so that they would know we were coming or something
14 like that, or what we felt, and that, you know, that was
15 going to be taken care of by the team of people that was
16 involved in it. And that just didn't happen, you know.
17 I found out later it didn't happen, and so I was like,
18 wow, this is really -- this isn't nice, to go over there
19 and do that. You know what I mean?

20 But I still wasn't sure if these places had
21 somebody write a letter or not, so unfortunately, I found
22 out through the news that didn't happen.

23 THE COURT: All right. So it wasn't your idea
24 to file the lawsuit first?

25 MS. ALYSSA CARTON: No, ma'am, it was not my

1 idea to file the lawsuit first.

2 THE COURT: What were you told about Litigation
3 Management Services? Did they say anything to you about
4 who they were, what they are?

5 MS. ALYSSA CARTON: Not really. I mean, they
6 just told me that they were there and available to help
7 me -- you know, provide litigation support.

8 THE COURT: So they are the ones who
9 specifically sent you to Ms. Pomeranz?

10 MS. ALYSSA CARTON: Yeah. They were connected
11 with her, and they -- it all just came across like they
12 were part of the team.

13 THE COURT: All right. And so you didn't
14 Google an attorney? You were directed to Ms. Pomeranz by
15 that --

16 MS. ALYSSA CARTON: Yeah, by the ad.

17 THE COURT: Okay. Let me look if I have any
18 other questions.

19 MS. ALYSSA CARTON: Thank you.

20 THE COURT: I think at this point, I'll see if
21 perhaps --

22 MS. ALYSSA CARTON: Sure.

23 THE COURT: -- the folks over here have any
24 questions.

25 Ms. Indahl?

1 MS. ANNA INDAHL: I do. And as the Court
2 suggested, we tried to coordinate. I don't know that we
3 got everybody's input so, you know, there may be other
4 people that would like to ask their own questions.

5 But if I could, I would like to ask Ms. Carton
6 some questions about --

7 THE COURT: No, but I do want to tell you how
8 much I appreciate you all working together to come up
9 with just three folks to ask these questions, instead of
10 a parade of individuals coming forward.

11 All right. Ms. Indahl?

12 MS. ANNA INDAHL: Should I sit here, then, or
13 should I come to the podium?

14 THE COURT: No, I think it's fine if you want
15 to just stay there where your materials are, but if you
16 could move the microphone closer to you.

17 MS. ANNA INDAHL: Okay. Thanks.

18 Good morning, Ms. Carton.

19 MS. ALYSSA CARTON: Thank you for coming.

20 MS. ANNA INDAHL: Of course. Thank you for
21 coming.

22 I know you're not a lawyer and I know that
23 you -- I presume you haven't had any other experience as
24 a litigant; is that right?

25 MS. ALYSSA CARTON: No, I haven't.

1 MS. ANNA INDAHL: And I know you are being
2 asked a lot of questions that you may not have personal
3 knowledge of, but a lot of them, you do have personal
4 knowledge of, so I appreciate your being so forthright
5 and honest with us.

6 MS. ALYSSA CARTON: Yes.

7 MS. ANNA INDAHL: So you said to the Court
8 earlier that you were connected with Ms. Pomeranz through
9 the Craigslist article, right?

10 MS. ALYSSA CARTON: Yes.

11 MS. ANNA INDAHL: Had you known her or had any
12 contact with her prior to being connected to her through
13 Litigation Management Services?

14 MS. ALYSSA CARTON: No. No, I had never met
15 her before.

16 MS. ANNA INDAHL: Okay. And I filed some
17 materials with the Court yesterday. And if it's okay
18 with the Court, I would like to show Ms. Carton one of
19 the exhibits that I filed?

20 THE COURT: Yes. Ms. Pomeranz, did you give
21 Ms. Carton a copy of that filing yesterday?

22 MS. SHARON POMERANZ: No, I did not.

23 THE COURT: All right.

24 MS. ANNA INDAHL: What I'm referring to is
25 labeled as Exhibit N to that packet of materials that I

1 filed yesterday. Does that ad look similar to the ad you
2 saw when you ultimately contacted Litigation Management
3 and were connected with Ms. Pomeranz?

4 MS. ALYSSA CARTON: No, this does not look
5 familiar.

6 MS. ANNA INDAHL: Okay. Do you know who Sean
7 Conway is?

8 MS. ALYSSA CARTON: No, I do not.

9 MS. ANNA INDAHL: Have you ever heard of him?

10 MS. ALYSSA CARTON: I might have, but I don't
11 remember where I would have heard about him. I -- it
12 might have been through other situations, I mean, with --
13 or just, you know, reading. I tend to read the news, and
14 I tend to read about what's going on in other states, so
15 I -- you know, if I've heard that name, I would have
16 heard it there, not through this situation.

17 MS. ANNA INDAHL: What do you mean, reading
18 about things that have gone on in other states? You mean
19 other ADA litigations?

20 MS. ALYSSA CARTON: Yeah. I mean, I'm part of
21 several spina bifida association groups online that are,
22 you know -- what do I want to say? You know, they're
23 just sharing news about what's going on in their state.
24 And so, you know, out of hearing about what's going on,
25 you know, with these people that I know on these groups,

1 I read a lot of stuff and I hear a lot of information.

2 MS. ANNA INDAHL: So would you be surprised to
3 know that he has been working on your cases?

4 MS. ALYSSA CARTON: I would be surprised.

5 MS. ANNA INDAHL: Okay. What about Ashley
6 Iannacone?

7 MS. ALYSSA CARTON: I've never heard that name.

8 MS. ANNA INDAHL: Okay. And if she had been
9 working on your cases with Ms. Pomeranz, would that be
10 news to you?

11 MS. ALYSSA CARTON: Yeah. I've never heard
12 that name so, yeah, that would -- I guess that wouldn't
13 surprise me. I don't know what to say to that. I've
14 never heard that name.

15 MS. ANNA INDAHL: Okay. Have you any
16 recollection of what the Craigslist ad that you responded
17 to said?

18 MS. ALYSSA CARTON: At this point, no. I kind
19 of -- it's a Craigslist ad, you know. It wasn't
20 important to me at the time.

21 MS. ANNA INDAHL: Do you remember when you saw
22 it?

23 MS. ALYSSA CARTON: I want to say sometime
24 around August. I don't know. August, September, maybe.
25 I don't quite remember. I'm sorry.

1 MS. ANNA INDAHL: And did you respond to it
2 shortly after you saw it? Do you recall?

3 MS. ALYSSA CARTON: I don't think so. I think
4 I -- I think I -- you know, it was just one of the --
5 well, I don't really remember. I might have. I'm sorry.
6 I just don't really remember the details. I might have.

7 MS. ANNA INDAHL: Do you remember how long it
8 took from the time you made contact with Litigation
9 Management Services to the time you had retained
10 Ms. Pomeranz?

11 MS. ALYSSA CARTON: No, I don't remember.

12 MS. ANNA INDAHL: Do you have an idea whether
13 it was a day? A week? Months?

14 MS. ALYSSA CARTON: It seemed more than a week
15 or two, yeah.

16 MS. ANNA INDAHL: Okay. And were there other
17 lawyers that you considered hiring? Or were you just
18 given Ms. Pomeranz's name and retained her on everything?

19 MS. ALYSSA CARTON: Yes, at that time that's
20 kind of what was going on.

21 THE COURT: And can I ask a question?

22 MS. ANNA INDAHL: Absolutely.

23 MS. ALYSSA CARTON: Yes, ma'am.

24 THE COURT: The first time that you contacted
25 the Craigslist person --

1 MS. ALYSSA CARTON: Yeah.

2 THE COURT: -- were you given Ms. Pomeranz's
3 name at that time?

4 MS. ALYSSA CARTON: No. I -- I kind of wanted
5 to figure out what they were up to. I mean, it seemed
6 kind of different to go through Litigation Management
7 Company, so I was interested in kind of learning how that
8 worked. And so I talked to them a little bit, and I was
9 like, okay. So, you know, then they basically introduced
10 me to Ms. Pomeranz.

11 THE COURT: So do you recall how long it was
12 from the time that you contacted the secretary at
13 Litigation Management until you were given Ms. Pomeranz's
14 name?

15 MS. ALYSSA CARTON: No, I don't remember. It
16 didn't seem like, I mean...

17 THE COURT: And I'm not asking you to be
18 precise.

19 MS. ALYSSA CARTON: Yeah. I don't -- I'm
20 sorry, ma'am. I don't remember. It might have been a
21 week or two. I don't remember.

22 THE COURT: Okay. I'm sorry for the
23 interruption.

24 MS. ANNA INDAHL: Thank you. So did Litigation
25 Management Services hire Ms. Pomeranz?

1 MS. ALYSSA CARTON: I wouldn't know that
2 answer. I -- my assumption is they all worked together.
3 So, you know, it seemed like -- I guess so. I mean, but
4 I don't really remember how that -- yeah. I mean, I just
5 -- it seemed like they all worked together, so --

6 MS. ANNA INDAHL: What about --

7 MS. ALYSSA CARTON: -- maybe she was like a
8 part of a list of like attorneys or something like that.
9 That's probably what I assumed at the time.

10 MS. ANNA INDAHL: Okay.

11 MS. ALYSSA CARTON: So go ahead.

12 MS. ANNA INDAHL: What about AID? Was there a
13 relationship with AID, that you're aware of, and
14 Ms. Pomeranz?

15 MS. ALYSSA CARTON: With Ms. Pomeranz? No.

16 MS. ANNA INDAHL: What about with you and AID?
17 Is there a relationship there?

18 MS. ALYSSA CARTON: I don't have any
19 relationship with AID, as far as I know. I mean, yeah.
20 No, I don't have any relationship with AID. I'm aware of
21 them, but that's about it.

22 MS. ANNA INDAHL: What about a relationship
23 with Litigation Management Services and AID?

24 MS. ALYSSA CARTON: I'm aware of them.

25 MS. ANNA INDAHL: So --

1 THE COURT: I'm not sure I understand the
2 question.

3 MS. ALYSSA CARTON: Yeah, I don't understand it
4 either.

5 MS. ANNA INDAHL: I'm wondering if AID and
6 Litigation Management Services have any sort of formal
7 relationship or informal relationship that you're aware
8 of?

9 MS. SHARON POMERANZ: Object as speculation.

10 THE COURT: If you know.

11 MS. ANNA INDAHL: If you know.

12 MS. ALYSSA CARTON: I don't really know for
13 sure what the context of that is.

14 MS. ANNA INDAHL: Do you know if AID was the
15 organization's name before it became Litigation
16 Management Services?

17 MS. ALYSSA CARTON: I don't think so, but I
18 could be wrong.

19 MS. ANNA INDAHL: What do you --

20 MS. ALYSSA CARTON: I never investigated that
21 for sure.

22 MS. ANNA INDAHL: What knowledge do you have
23 about the connection between those two organizations?

24 MS. ALYSSA CARTON: I don't -- I don't have any
25 solid knowledge. No, I don't have any solid knowledge

1 about that.

2 MS. ANNA INDAHL: Well, any sort of knowledge.
3 What sort of knowledge do you have?

4 MS. ALYSSA CARTON: I mean, I think -- I mean,
5 it seems like what...

6 MS. SHARON POMERANZ: I think she's confused
7 about the question.

8 THE COURT: Do you have any knowledge?

9 MS. ALYSSA CARTON: I don't really have any
10 knowledge, no.

11 MS. SHARON POMERANZ: It has been asked and
12 answered, Judge.

13 MS. ALYSSA CARTON: What were you saying?

14 MS. SHARON POMERANZ: I was objecting as asked
15 and answered on several points.

16 THE COURT: No, I don't think that the question
17 -- that you understood the question.

18 MS. ALYSSA CARTON: Okay.

19 THE COURT: Are you aware of any information
20 that would connect Litigation Management Services to AID?

21 MS. ALYSSA CARTON: Information? No, I don't
22 think so.

23 THE COURT: You're pausing when you say
24 "information." Why is that?

25 MS. ALYSSA CARTON: I mean, I'd have to look at

1 my, you know, documents at home and see if there's
2 anything, any connection. I don't think there is. But,
3 you know, off the top of my head, I don't have anything
4 in my mind.

5 THE COURT: All right. Ms. Indahl?

6 MS. ANNA INDAHL: What documents would you look
7 at, that would help you determine that?

8 MS. ALYSSA CARTON: My agreement. My signed
9 agreement that I made with the company that I'm working
10 with that is associated with Ms. Pomeranz.

11 MS. ANNA INDAHL: And that's Litigation
12 Management Services?

13 MS. ALYSSA CARTON: Whatever services, yeah. I
14 mean, whatever litigation company it is, yes.

15 MS. ANNA INDAHL: So you do have a signed
16 agreement with them?

17 MS. ALYSSA CARTON: I do have a signed
18 agreement with a litigation company, yes.

19 MS. ANNA INDAHL: What does the agreement say?

20 MS. ALYSSA CARTON: I don't have the document
21 in front of me. I don't know if you remember anything,
22 Sharon?

23 THE COURT: You don't have it with you?

24 MS. ALYSSA CARTON: No, ma'am, I don't have it
25 with me.

1 MS. SHARON POMERANZ: I would say it's
2 confidential.

3 THE COURT: Did it have to do with litigation
4 that you were going to file in this Court?

5 MS. ALYSSA CARTON: Yes, it did. I think it
6 did, yes.

7 THE COURT: I would want to see that agreement.

8 MS. ALYSSA CARTON: Okay.

9 THE COURT: All right? I would want to see
10 that.

11 MS. SHARON POMERANZ: We would be happy to
12 submit it under seal because, as I said, those agreements
13 were confidential.

14 MS. ANNA INDAHL: Your Honor, I would object to
15 sealing it because it obviously impacts all of the
16 defendants that are interested in attorneys' fees in this
17 case.

18 THE COURT: Let me --

19 MS. SHARON POMERANZ: I would be breaching the
20 agreement, because I agreed to keep the terms of it as
21 confidential IFP.

22 MS. ANNA INDAHL: Well, we can turn to a
23 protective order, then.

24 MS. SHARON POMERANZ: Well, I would be happy to
25 show it to the Court, but I'm concerned that I would be

1 in jeopardy if I breached the agreement.

2 THE COURT: If it's pursuant to a court order,
3 I'm saying I want to see the agreement.

4 MS. ALYSSA CARTON: Okay.

5 MS. SHARON POMERANZ: I'm happy to submit it.

6 MS. ALYSSA CARTON: That's fine.

7 THE COURT: What was your understanding of the
8 agreement?

9 MS. ALYSSA CARTON: Just that they would be
10 helping Ms. Pomeranz with these cases.

11 THE COURT: Go on ahead.

12 MS. ANNA INDAHL: Was there any provision for
13 any sort of payment to you in that contract?

14 MS. ALYSSA CARTON: I believe I answered that
15 earlier. I don't know if it did or not.

16 THE COURT: If you could just answer her
17 question.

18 MS. ALYSSA CARTON: Oh, okay. Sorry. You
19 know, it's part of the affidavit that, you know, any
20 settlement money that happened with this case is -- you
21 know, I would receive funds from that.

22 MS. ANNA INDAHL: And that's the only provision
23 for any sort of payment that you would receive under that
24 contract?

25 MS. ALYSSA CARTON: As far as I understood it,

1 yeah.

2 MS. ANNA INDAHL: And was -- I know the Court
3 asked you earlier if there was any sort of arrangement
4 for payment per case. I'm going to ask a different
5 question. Was there any sort of arrangement for payment
6 for finding the violations?

7 MS. ALYSSA CARTON: No, I don't think so. No.

8 MS. ANNA INDAHL: So your contract with
9 Litigation Management Services, if you're representing to
10 the Court and to me that there was no payment provision,
11 what did the contract say?

12 MS. ALYSSA CARTON: I don't have the contract
13 in front of me. I'm not able to respond to that
14 question.

15 MS. ANNA INDAHL: Did you read the contract?

16 MS. ALYSSA CARTON: Yeah.

17 MS. ANNA INDAHL: Did you sign it?

18 MS. ALYSSA CARTON: Several months ago.

19 MS. ANNA INDAHL: Did you sign it?

20 MS. ALYSSA CARTON: Yes, I did.

21 MS. ANNA INDAHL: And you still do have a copy
22 of it?

23 MS. ALYSSA CARTON: I do have a copy of it
24 somewhere in my house.

25 MS. ANNA INDAHL: So when I'm saying payment

1 per litigation or payment per violation or payment per
2 test, I mean, you're representing that there's no payment
3 for any sort of activity that you would perform under
4 that contract; is that correct?

5 MS. ALYSSA CARTON: That's what the contract
6 says.

7 THE COURT: I have a question. Did that
8 contract provide that Litigation Management Services
9 would pay your costs in bringing these lawsuits?

10 MS. ALYSSA CARTON: I think that sounds
11 familiar. I think we talked about that. So, I mean, I
12 don't know if that answers the questions better than
13 before. But, yeah, that does sound familiar.

14 MS. ANNA INDAHL: So did you sign that contract
15 before you filed your first lawsuit?

16 MS. ALYSSA CARTON: I think so. Yes. Yes, I
17 did. Sorry. That's kind of a no-brainer. Yes, I did.

18 MS. ANNA INDAHL: And did you submit that
19 information, that Litigation Management Services would
20 pay your costs, to the Court in your IFP application?

21 MS. ALYSSA CARTON: Say that one more time.

22 MS. ANNA INDAHL: All right. Let me break it
23 down to a shorter question. So you said that you believe
24 the contract with Litigation Management Services and
25 yourself provides that Litigation Management Services

1 would pay your costs; is that right?

2 MS. ALYSSA CARTON: Yes.

3 MS. ANNA INDAHL: And one of those costs would
4 be your filing fee, correct?

5 MS. ALYSSA CARTON: Yes.

6 MS. ANNA INDAHL: Did you disclose to the Court
7 that you had that arrangement when you applied for in
8 forma pauperis status when you filed your complaints?

9 MS. ALYSSA CARTON: Yes. I think I did.
10 Somebody did it for me.

11 MS. ANNA INDAHL: Who did it for you?

12 MS. ALYSSA CARTON: Her staff.

13 MS. ANNA INDAHL: Who?

14 MS. ALYSSA CARTON: Ms. Pomeranz's staff.

15 MS. ANNA INDAHL: Who on the staff?

16 MS. ALYSSA CARTON: I don't know.

17 MS. ANNA INDAHL: Okay. Are you aware that
18 your IFP form was submitted on the form for the District
19 of Colorado?

20 MS. ALYSSA CARTON: No.

21 MS. ANNA INDAHL: So did you review your IFP
22 application before it was submitted?

23 MS. ALYSSA CARTON: I don't think so. I don't
24 remember.

25 MS. ANNA INDAHL: Were you at the hearing on

1 your IFP application?

2 MS. ALYSSA CARTON: No.

3 THE COURT: There was no hearing.

4 MS. ALYSSA CARTON: There was no hearing.

5 Yeah.

6 MS. ANNA INDAHL: Okay. Did the contract with
7 Litigation Management Services say that you would be --
8 that they would be responsible for any sanctions awarded
9 against you?

10 MS. ALYSSA CARTON: I don't remember that part,
11 but that -- yeah, I don't remember that part.

12 MS. ANNA INDAHL: So you don't know whether it
13 said that or not?

14 MS. ALYSSA CARTON: I don't think so, but I
15 don't remember. Yeah.

16 MS. ANNA INDAHL: Okay. You said you met with
17 what you called the team of people, with Ms. Carton's
18 team -- I'm sorry -- with Ms. Pomeranz's team? I
19 apologize.

20 MS. ALYSSA CARTON: That's fine. Say that one
21 more time.

22 MS. ANNA INDAHL: Yeah. That was a bad
23 question. So you said that you met with Ms. Pomeranz's
24 what you called her team?

25 MS. ALYSSA CARTON: Yes.

1 MS. ANNA INDAHL: Who was on that team?

2 MS. ALYSSA CARTON: Well, Craig is the name,
3 the driver. And that's the only person I met. Well, the
4 woman that was driving me in the beginning of the --
5 yeah, at the beginning of when we started filing the
6 cases. I think there was another woman, too, but I don't
7 remember her name offhand.

8 MS. ANNA INDAHL: What went so wrong with that
9 driver that Ms. Pomeranz terminated?

10 MS. ALYSSA CARTON: She was just aggressive and
11 really rude to people, and she was making me
12 uncomfortable when I was in the vehicle with her.

13 MS. ANNA INDAHL: So what was she doing that
14 was rude and aggressive?

15 MS. ALYSSA CARTON: Shouting at people. Not
16 letting me speak. You know, she just acted like she was
17 my, you know, protector, bodyguard or something. Like I
18 don't need a bodyguard. We're just going in and looking
19 at barriers.

20 MS. ANNA INDAHL: How long did you work with
21 her?

22 MS. ALYSSA CARTON: Let's see. From -- I want
23 to say from November to like January, but I don't quite
24 remember. I'm sorry.

25 MS. ANNA INDAHL: Okay. Can you turn to

1 Exhibit K in that packet of materials that I gave to you,
2 please?

3 MS. ALYSSA CARTON: Sure.

4 MS. ANNA INDAHL: It's kind of towards the end.

5 MS. ALYSSA CARTON: I'm sorry. I'm getting a
6 little dizzy.

7 THE COURT: If at any time you need a break,
8 just let me know.

9 MS. ALYSSA CARTON: Oh, thank you for that.
10 Yeah, I might actually need that. I might actually need
11 a break. Go back to what your question was.

12 MS. ANNA INDAHL: Maybe your attorney can help
13 you. It's Exhibit K in that packet of materials.

14 MS. ALYSSA CARTON: Yes, I'll have her help me.
15 I'm trying to do this by myself. I can't do this.

16 MS. ANNA INDAHL: And if you look on Page 3 of
17 that, I'll represent to you that this is a settlement
18 package that your attorney sent, or I guess one of the
19 employees of Litigation Management sent to us.

20 MS. ALYSSA CARTON: Sure. Okay.

21 MS. ANNA INDAHL: This is from Ashley
22 Iannacone, who's sent information about your case in the
23 Carroll Ventures matter to us.

24 MS. ALYSSA CARTON: Okay.

25 MS. ANNA INDAHL: And that's the Office Depot

1 case.

2 MS. ALYSSA CARTON: Yeah.

3 MS. ANNA INDAHL: If you look at Page 3, you
4 see a picture of somebody taking a photograph, and you
5 can see her reflection in a mirror?

6 MS. ALYSSA CARTON: Yes.

7 MS. ANNA INDAHL: Who is that?

8 MS. ALYSSA CARTON: Do you want her name?

9 MS. ANNA INDAHL: Yes.

10 MS. ALYSSA CARTON: Okay. Her name is Holly.

11 MS. ANNA INDAHL: Holly what?

12 MS. ALYSSA CARTON: Charron.

13 MS. ANNA INDAHL: Charron?

14 MS. ALYSSA CARTON: I think that's her last
15 name. I don't quite remember the last name, but I think
16 that's how you say it, yes.

17 MS. ANNA INDAHL: Who is that?

18 MS. ALYSSA CARTON: She's the person who was
19 with me in the beginning of the cases.

20 MS. ANNA INDAHL: Was she the driver that you
21 terminated, that you said was aggressive?

22 MS. ALYSSA CARTON: Yes.

23 MS. ANNA INDAHL: Okay. How did you now
24 remember her name?

25 MS. ALYSSA CARTON: Just by looking at her

1 picture.

2 MS. ANNA INDAHL: Okay.

3 THE COURT REPORTER: Could you spell her last
4 name, please?

5 MS. ALYSSA CARTON: Let's see. Her last name?

6 THE COURT REPORTER: Charron?

7 MS. ALYSSA CARTON: Yes. No, I mean, I
8 remember her last name, but I just don't remember how to
9 spell it. I think it's C-H-A-R-R-O-N, but I could be
10 wrong.

11 THE COURT REPORTER: Thank you.

12 THE COURT: Thank you.

13 MS. ANNA INDAHL: And she was the driver?

14 MS. ALYSSA CARTON: Yes.

15 MS. ANNA INDAHL: Did she also do the
16 measurements?

17 MS. ALYSSA CARTON: Well, it looks like she
18 did, yeah. I'm sorry. I'm being sarcastic, but she's
19 got the measuring stick in the...

20 MS. ANNA INDAHL: So that's her hand with the
21 measuring tape?

22 MS. ALYSSA CARTON: Yeah, I would -- yeah.

23 MS. ANNA INDAHL: Were you there when she did
24 that?

25 MS. ALYSSA CARTON: I don't think so, no.

1 MS. ANNA INDAHL: So you have a picture of
2 yourself in front of the building, as well, that
3 you're --

4 MS. ALYSSA CARTON: Yes.

5 MS. ANNA INDAHL: That Ashley Iannacone sent to
6 me?

7 MS. ALYSSA CARTON: Yes.

8 MS. ANNA INDAHL: When was that picture taken?

9 MS. ALYSSA CARTON: On the form? I don't know.
10 What's the date on that?

11 MS. ANNA INDAHL: It says 11/28.

12 MS. ALYSSA CARTON: It does say 11/28, yeah.

13 MS. ANNA INDAHL: So did you pose in front of
14 the building for that picture?

15 MS. ALYSSA CARTON: Yes.

16 MS. ANNA INDAHL: And who took the picture?

17 MS. ALYSSA CARTON: She did.

18 MS. ANNA INDAHL: And so -- but you were not
19 inside when she did the measurements?

20 MS. ALYSSA CARTON: I did go inside. I saw all
21 the measurements and the locations, but she had to help
22 me with the measuring, with the measurements.

23 MS. ANNA INDAHL: Okay. But you just said you
24 weren't there when she did the measurements.

25 MS. ALYSSA CARTON: I don't remember if I was

1 there, the actual date. There were days where she'd go
2 and measure things first, and then I'd go back. So I
3 apologize for the confusion.

4 MS. ANNA INDAHL: Okay. So if you can flip
5 ahead to --

6 THE COURT: Oh, actually if you would flip
7 towards the beginning --

8 MS. ALYSSA CARTON: Sure.

9 THE COURT: -- a couple of pages, and that
10 would be on Exhibit J.

11 MS. ALYSSA CARTON: Okay.

12 MS. ANNA INDAHL: That's what I was looking
13 for, Your Honor. Go ahead.

14 THE COURT: You see that there are those
15 pictures that are taken at that location. It appears to
16 be a Chevron?

17 MS. ALYSSA CARTON: Yes.

18 THE COURT: Okay. And those pictures are all
19 taken on January 20th, with the exception of the picture
20 of you. So did that individual take those measurements?

21 MS. ALYSSA CARTON: That's what I would assume,
22 yeah.

23 THE COURT: And then you came back a day later
24 to have your picture taken in front?

25 MS. ALYSSA CARTON: Yeah, I went back and I

1 confirmed that the barriers were there. I think we set
2 it up that way because I was tired or something like
3 that. I didn't have the energy to -- you know.

4 THE COURT: So your driver would go and scope
5 out violations, and then you would go and pose in front
6 of them and make sure --

7 MS. ALYSSA CARTON: I would make sure that the
8 violations there were, that they were true violations,
9 and then we would take a picture of me being there,
10 because I was there.

11 THE COURT: All right. Ms. Indahl?

12 MS. ANNA INDAHL: Yes. The same if you go to
13 Exhibit I? That's the one with Buffett's Candies.
14 Pictures are taken of the supposed ADA violations on the
15 2nd of January, but you're posing in front of the
16 building on the 7th of January?

17 MS. ALYSSA CARTON: Yes.

18 MS. ANNA INDAHL: So it was five days later on
19 that one?

20 MS. ALYSSA CARTON: It looks like it, yeah.

21 MS. ANNA INDAHL: Did you ever go inside the
22 building at Buffett's Candies?

23 MS. ALYSSA CARTON: I'm a regular customer of
24 Buffett's Candies. I've been there since I was a child.

25 MS. ANNA INDAHL: And so have you ever

1 experienced a barrier to entry to the store?

2 MS. ALYSSA CARTON: Well, when I was a child I
3 didn't drive, so -- I'm sorry, but --

4 MS. ANNA INDAHL: How about lately?

5 THE COURT: Yes, recently.

6 MS. ALYSSA CARTON: I don't drive, but my
7 friends drive, and so I probably assumed that I was being
8 a tester over there and was trying to help make it
9 accessible to other people who were in wheelchairs that
10 do drive.

11 MS. ANNA INDAHL: But I'm asking, have you ever
12 personally experienced a barrier that didn't allow you
13 access to the candy store?

14 MS. ALYSSA CARTON: Well, when I'm with my
15 friends, yeah, but I don't know if that really counts.

16 MS. ANNA INDAHL: I'm talking about for the
17 purposes of the complaint that you filed.

18 MS. ALYSSA CARTON: No. Well, I was in a van
19 when we went, so I guess you can say yes. But I don't
20 know if that really sticks well in this situation.

21 MS. ANNA INDAHL: What was your barrier in the
22 van when you went?

23 MS. ALYSSA CARTON: The parking violation.
24 Doesn't it say what the violation is? I need to read it.
25 Apparently the document doesn't have what the barrier was

1 at that time.

2 THE COURT: Let me ask you --

3 MS. ALYSSA CARTON: The situation --

4 MS. ANNA INDAHL: I'm just asking -- yes.

5 THE COURT: As opposed to measurements, is
6 there anything that ever kept you from entering Buffett's
7 Candies?

8 MS. ALYSSA CARTON: No.

9 THE COURT: Okay.

10 MS. ANNA INDAHL: And are you aware whether or
11 not the supposed violations that your driver found on
12 January 2nd existed on January 7th?

13 MS. ALYSSA CARTON: No, I don't know.

14 MS. ANNA INDAHL: Okay.

15 MS. ALYSSA CARTON: Are we talking about
16 Buffett's, or are we talking about other places?

17 MS. ANNA INDAHL: I was talking about
18 Buffett's.

19 MS. ALYSSA CARTON: Okay. Yeah, she's measured
20 the parking sign, but I knew that was there, so that's
21 all.

22 MS. ANNA INDAHL: Okay. And the same with the
23 Chevron gas station? You were there a day later. Are
24 you confident that the same violations existed?

25 MS. ALYSSA CARTON: Is that on the next

1 document?

2 MS. ANNA INDAHL: Yes, it was on Letter J that
3 we just talked about.

4 MS. ALYSSA CARTON: Okay. I can't find it.
5 I'm sorry.

6 MS. ANNA INDAHL: That's okay. It's the next
7 exhibit. Maybe your attorney can help you.

8 MS. ALYSSA CARTON: Okay.

9 MS. SHARON POMERANZ: We're at J.

10 MS. ALYSSA CARTON: Oh, we're at J.

11 MS. ANNA INDAHL: I'm looking at the photos.

12 MS. ALYSSA CARTON: So what was your question
13 again? I'm sorry.

14 MS. ANNA INDAHL: My question was: These
15 photos were taken on different days than the one that you
16 appear in?

17 MS. ALYSSA CARTON: Yes.

18 MS. ANNA INDAHL: Are you confident that the
19 violations existed on the day that you appeared in the
20 photos?

21 MS. ALYSSA CARTON: Yes.

22 MS. ANNA INDAHL: How are you confident of
23 that?

24 MS. ALYSSA CARTON: Well, she -- let's see.
25 The picture has, you know, no signs. I mean, I went

1 back, you know, and I saw the same barriers.

2 MS. ANNA INDAHL: There are signs. I'm not
3 clear what you mean there.

4 MS. ALYSSA CARTON: Okay. I -- well, maybe the
5 barrier was that they're not high enough. I know that
6 the picture of the sink is the main, yes, and exposed
7 pipe is part of the barrier, the main barrier.

8 MS. ANNA INDAHL: Did you go into the restroom?

9 MS. ALYSSA CARTON: Yes, I did.

10 MS. ANNA INDAHL: And why didn't you take the
11 photos on the day you were there?

12 MS. ALYSSA CARTON: I'm not tech savvy, and so
13 it was just, "Here, you do it." Laziness, I guess. I
14 don't know.

15 MS. ANNA INDAHL: Okay. Why didn't your driver
16 take the pictures of the supposed violations on the day
17 you actually visited the location?

18 MS. ALYSSA CARTON: Say that one more time.
19 I'm sorry.

20 MS. ANNA INDAHL: Why didn't your driver take
21 photos of you at the location on the day you supposedly
22 experienced a barrier at that location?

23 MS. ALYSSA CARTON: I don't know. You'd have
24 to ask her.

25 MS. ANNA INDAHL: Okay. And going to the next

1 exhibit, which is Exhibit K --

2 MS. ALYSSA CARTON: Sure.

3 MS. ANNA INDAHL: -- would you take a look at
4 those, please, the photos? Are you there?

5 MS. ALYSSA CARTON: Oh, sorry.

6 MS. ANNA INDAHL: This is of the Office Depot?

7 MS. ALYSSA CARTON: Yes.

8 MS. ANNA INDAHL: Have you been to that Office
9 Depot?

10 MS. ALYSSA CARTON: Yes.

11 MS. ANNA INDAHL: Inside?

12 MS. ALYSSA CARTON: Yes.

13 MS. ANNA INDAHL: And are you aware that there
14 is a soap dispenser that is ADA compliant?

15 MS. ALYSSA CARTON: I'm not. Maybe that
16 happened after we filed. I'm not sure.

17 MS. ANNA INDAHL: No, it's been there since the
18 building was constructed.

19 MS. ALYSSA CARTON: Okay.

20 MS. ANNA INDAHL: Are you aware that there's a
21 paper towel holder that is ADA compliant?

22 MS. ALYSSA CARTON: Apparently not, no.

23 MS. ANNA INDAHL: Okay. So if you went into
24 the bathroom and you saw the two soap dispensers together
25 and you saw that one was ADA compliant, would you have

1 brought your lawsuit against them?

2 MS. ALYSSA CARTON: No, probably not. I
3 wouldn't, no.

4 MS. ANNA INDAHL: Okay. And same with the
5 aisleways. You claim that the aisleways were too narrow
6 there. Did you actually navigate the aisleways at that
7 store?

8 MS. ALYSSA CARTON: I'm -- I'm pretty sure I
9 did. I don't remember filing that claim about it, but
10 yeah.

11 MS. ANNA INDAHL: Okay. So you don't recall
12 experiencing any barriers, as we sit here today, at the
13 Office Depot?

14 MS. ALYSSA CARTON: No.

15 MS. ANNA INDAHL: Okay. Have you ever been an
16 employee of ADA -- I'm sorry -- of AID?

17 MS. ALYSSA CARTON: No.

18 MS. ANNA INDAHL: Have you ever been an
19 employee of Litigation Management Services?

20 MS. ALYSSA CARTON: No.

21 MS. ANNA INDAHL: Did Ms. Pomeranz give you a
22 list of ADA regulations and encourage you to go find the
23 barriers and experience them?

24 MS. ALYSSA CARTON: Say that one more time.

25 MS. ANNA INDAHL: Did Ms. Pomeranz give you a

1 list of ADA regulations and encourage you to go
2 experience those barriers before bringing your lawsuits?

3 MS. ALYSSA CARTON: Well, I think she would
4 give me -- she gave me a list of things so that I would
5 know what I was doing when I would go out. I mean, you
6 know, in case I didn't know all of the violations. I
7 knew them all before I went out. But yeah.

8 MS. ANNA INDAHL: What did the list say?

9 MS. ALYSSA CARTON: You know, basic things
10 about, you know, soap dispenser height and paper towel
11 dispenser height and countertop height and things of that
12 nature.

13 MS. ANNA INDAHL: So did you feel, as you were
14 doing this, like you were auditing these businesses to
15 find violations on behalf of the disabled community?

16 MS. ALYSSA CARTON: I'm not really sure if I
17 felt like that or not. You know, I was trying to just
18 focus on going out and experiencing barriers.

19 MS. ANNA INDAHL: I'm not clear as to your
20 testimony. Have you been paid, to date, from Litigation
21 Management Services any money?

22 MS. ALYSSA CARTON: I don't know how to answer
23 that. I feel like I already did. I'm sorry.

24 MS. ANNA INDAHL: We've talked about whether
25 there was a \$50 per test provision, and you've also said

1 that you got some money for settlement, and I'm wondering
2 if any money you've received with regard to these cases
3 has come from Litigation Management Services?

4 MS. ALYSSA CARTON: Okay. Okay. Here's my
5 affidavit. It says: During the previous two months,
6 February 3, 2017, to April 3rd, I have received
7 additional income above the 2500 monthly income I
8 reported in my IFP motions.

9 Okay. So apparently I did.

10 I affirm that I will pay half of my additional
11 income rounded to the nearest \$50 -- I don't know what
12 the parentheses is about -- to this Court in the manner
13 outlined in the order.

14 I also affirm to make monthly payments of \$50
15 to the Court as required by the order.

16 So --

17 MS. ANNA INDAHL: Okay. So how much have you
18 been paid from Litigation Management Services to date?

19 MS. ALYSSA CARTON: I don't have the amount
20 with me. I'm sorry.

21 MS. ANNA INDAHL: Do you have a ballpark
22 estimate?

23 MS. ALYSSA CARTON: I would think about \$5,000
24 or something like that. I don't -- I don't remember.

25 MS. ANNA INDAHL: And did you have to pay part

1 of that money to your attorney for her fees?

2 MS. ALYSSA CARTON: No.

3 MS. ANNA INDAHL: That was all money to you?

4 MS. ALYSSA CARTON: I think so. Yeah.

5 MS. ANNA INDAHL: Your Honor, can we move to
6 unseal that since she just read it into the record? I
7 don't see why it needs to be protected under seal since
8 it has been read in open court.

9 THE COURT: Is the affidavit under seal?

10 MS. SHARON POMERANZ: It was filed under seal,
11 but the contents of it have been disclosed.

12 THE COURT: All right.

13 MR. SPENCER REID: Your Honor, this brings up a
14 point here.

15 THE COURT: And speak loudly for me, Mr. Reid.

16 MR. SPENCER REID: There are approximately 100
17 lawsuits filed. I had no idea that she filed an
18 affidavit, let alone filed it under seal. I don't know
19 how she could have filed it under seal. In other words,
20 some parties are getting some information, and other
21 parties are not. We don't have that package from the
22 Litigation Management Services. So some attorneys are
23 getting some information, some defense parties are, and
24 others are not.

25 THE COURT: Let me do this.

1 MS. ALYSSA CARTON: Yes, ma'am.

2 THE COURT: If I could get that affidavit, and
3 what we will do is make it an exhibit, the Court's
4 exhibit to today's hearing, so that everybody will have
5 access to it.

6 MS. SHARON POMERANZ: Let me be clear. This
7 was not provided to any defense counsel. This was a
8 court's order to update her IFP. This was not provided
9 to anybody, so you were not left out.

10 THE COURT: All right. I have a question about
11 your agreement with Litigation Management.

12 MS. ALYSSA CARTON: Are you addressing me?

13 THE COURT: Yes, Ms. Carton.

14 MS. ALYSSA CARTON: Okay. Sorry about that.

15 THE COURT: You indicated that Litigation
16 Management Services would reimburse you for the cost of
17 bringing these cases?

18 MS. ALYSSA CARTON: I guess I did, yeah.

19 THE COURT: Okay. And is Ms. Pomeranz also a
20 signatory to that agreement with Litigation Management
21 Services? Did she sign off on it?

22 MS. ALYSSA CARTON: There was an agreement
23 between me and Ms. Pomeranz. Does that answer your
24 question, or are you asking something different? I'm
25 sorry.

1 THE COURT: Well, I don't know. Did you have a
2 separate agreement with Ms. Pomeranz from your agreement
3 with Litigation Management Services? Were there two
4 agreements, or one?

5 MS. ALYSSA CARTON: There was -- huh?

6 MS. SHARON POMERANZ: You don't remember?

7 MS. ALYSSA CARTON: No.

8 MS. SHARON POMERANZ: Could I show them to her?

9 THE COURT: Yes, go ahead and show them to her.

10 MS. ALYSSA CARTON: Yes.

11 MS. SHARON POMERANZ: Could I refresh her
12 memory?

13 THE COURT: Yes.

14 MS. ALYSSA CARTON: Yes, please.

15 MS. SHARON POMERANZ: I have mine. This is
16 what you signed.

17 MS. ALYSSA CARTON: Yeah, that's the document
18 that I signed with her.

19 THE COURT: With Ms. Pomeranz?

20 MS. ALYSSA CARTON: Yes.

21 THE COURT: Is that the same agreement that you
22 had with Litigation Management?

23 MS. ALYSSA CARTON: Yes.

24 THE COURT: And is that -- I thought you didn't
25 have the agreement today.

1 MS. SHARON POMERANZ: This is our retainer.

2 MS. ALYSSA CARTON: Oh, that's our retainer.

3 I'm sorry.

4 MS. SHARON POMERANZ: Our agreement with

5 Litigation Management is separate.

6 THE COURT: Okay.

7 MS. ALYSSA CARTON: Yeah.

8 MS. SHARON POMERANZ: That, we don't have.

9 MS. ALYSSA CARTON: That, we don't have today.

10 I'm sorry.

11 MS. SHARON POMERANZ: But the parties to this

12 are just she and I.

13 THE COURT: And was Ms. Pomeranz aware that

14 Litigation Management Services had agreed to reimburse

15 you for your costs?

16 MS. ALYSSA CARTON: I'm not sure. I would

17 assume so.

18 MS. SHARON POMERANZ: Yes.

19 MS. ALYSSA CARTON: Yeah.

20 THE COURT: Is that the case, Ms. Pomeranz?

21 MS. SHARON POMERANZ: Yes.

22 THE COURT: All right.

23 MS. SHARON POMERANZ: That's why we submitted

24 to the Court that she was given that money for

25 litigation.

1 THE COURT: You're going to have to use the
2 microphone.

3 MS. SHARON POMERANZ: That's why I helped her
4 prepare the affidavit that I was aware of that, and we
5 updated the Court about those litigation expenses. And
6 so I'm sorry if there has been confusion that we've been
7 working with an outside litigation funding group. They
8 work for me. I have a funding agreement, and I think
9 that's where all of this confusion stemmed from.

10 Somehow, the news caught on to the fact that
11 they were alleging she was paid by an outside
12 organization or group when they heard that there was
13 money. But that was part of our litigation funding
14 agreement. That was not an outside group.

15 And so, you know, I think that --

16 THE COURT: So did you, personally, agree to
17 reimburse costs, including filing fees, to your client?

18 MS. SHARON POMERANZ: No. That's why we hired
19 a litigation management group, because she's indigent and
20 doesn't have money, and I didn't have the money to fund
21 litigation, and so it's a very common practice. I read a
22 lot of ADA articles on it, that lawyers work with
23 litigation funding groups. They're management groups.
24 They provide litigation support and litigation funding.
25 Specifically, the ADA model rule says that that is the

1 way to handle indigent cases. So we thought we were
2 developing a model that was supporting the litigation to
3 make a change in civil rights.

4 So, you know, after working in family law for
5 so many years, I find it ironic that I finally want to do
6 civil rights work, and now I get accused of being in a
7 racket, when really family law is, you know, much more of
8 a racket than civil rights lawyers who are trying to do
9 good and make change and help disabled people.

10 And we did that through a funding agreement. I
11 had a funding agreement with a company. And I apologize.
12 I thought it was through Google as opposed to Craigslist.
13 This company and I met and decided that we would like to
14 do civil rights work, and we put ads up. I'm sorry. I
15 thought she had answered my other ad on Google ads, but
16 we had run a couple of ads.

17 And there is nothing unethical or improper
18 about getting litigation funding, as far as I understood
19 it. But the whole model didn't work for Ms. Carton, and
20 that's why she wanted to dismiss the cases, and that's --
21 she has been a little uncomfortable about this, as she
22 has told you. And we would like to, you know, respect
23 her decision to dismiss the cases.

24 We are really here on IFP. She has disclosed
25 all of her income regarding her disability, and so I'm

1 not sure what the Litigation Management --

2 THE COURT: Ms. Pomeranz?

3 MS. SHARON POMERANZ: Yes?

4 THE COURT: She did not disclose that any
5 entity would be reimbursing her for the costs of
6 litigation. And, in fact, she filled out that affidavit
7 for IFP, indicating she could not afford those. I'm not
8 aware of -- I am familiar with this case out of the
9 District of Nevada, that's Exhibit Q, in which Litigation
10 Management and Financial Services, LLC, which I assume is
11 the same entity that we're discussing today, indicates it
12 had a direct pecuniary interest in the outcome of this
13 case, and it moved to withdraw IFP status because the
14 Court was entitled to have that information when it
15 evaluated whether or not you, Ms. Carton, qualified as an
16 individual so that there would be no pre-payment of fees.

17 MS. SHARON POMERANZ: Well, if the Court would
18 like me to proceed accordingly, the Litigation Management
19 Company hasn't filed that in this case. They didn't
20 notify me that they were going to be filing that in our
21 cases, and they approved her request to dismiss the
22 cases. But if you would rather procedurally that we
23 proceed that way, I can withdraw her IFP based on
24 Litigation Management's role in the case, as was done in
25 Nevada.

1 THE COURT: They approved her request to
2 dismiss the cases?

3 MS. SHARON POMERANZ: Yes.

4 THE COURT: Who's running this litigation?

5 MS. SHARON POMERANZ: Well, they don't want to
6 make her uncomfortable, and they were aware of the
7 push-back and the difficulties we were experiencing, and
8 the model didn't turn out as maybe it hasn't in other --
9 you know, for other attorneys.

10 I haven't met the attorney in the Nevada case
11 or spoken with him at all.

12 THE COURT: How about the one in Colorado?

13 MS. SHARON POMERANZ: No. I'm not connected
14 with -- Litigation Management is doing those arrangements
15 with other attorneys, and I only have an individual
16 agreement with them.

17 THE COURT: I have a question for you, then.
18 New Mexico ADA, your website. Are you familiar with your
19 website?

20 MS. SHARON POMERANZ: We created -- the
21 Litigation Management Company and I created an e-mail so
22 that we could all work together, and a website so we
23 could all work together. And that's what has been
24 submitted to the Court here, as well. And we had one
25 e-mail we shared for correspondence.

1 THE COURT: Ms. Pomeranz, I have your website
2 here. Word for word, it's "Welcome to New Mexico ADA."
3 Its content is verbatim that of the Colorado attorney's
4 website, ADA Justice, with one exception. You refer to
5 New Mexico ADA, but even in the second paragraph, it
6 indicates, "With the experience of over 1,000 ADA Title
7 III cases, ADA Justice has extensive knowledge."

8 So it appears you copied it.

9 MS. SHARON POMERANZ: Well, that was in
10 reference to the litigation management team's experience.
11 That is their website. They manage the litigation, so
12 they did all of --

13 THE COURT: So what is your role, other than to
14 file --

15 MS. SHARON POMERANZ: I drafted the complaint.

16 THE COURT: Okay. I'm sorry if I'm taking over
17 at this point.

18 MS. ANNA INDAHL: No, no.

19 MS. SHARON POMERANZ: I drafted the complaint.
20 That was my main role. When I first contacted -- when I
21 first made contact with them, I wanted to draft the
22 complaint because it was my case.

23 THE COURT: So why is it virtually word for
24 word those complaints that have been filed in Colorado?

25 MS. SHARON POMERANZ: They asked to use it for

1 their -- to save costs in their other cases.

2 THE COURT: So you did not draft it? The
3 Litigation Management Services did?

4 MS. SHARON POMERANZ: Not all the people in
5 Litigation Management are attorneys. A lot of them are
6 paralegals. So I drafted it. They had input. I said
7 that at the last hearing, that I consulted and worked
8 with other attorneys from Litigation Management. I was
9 the main leading drafter on that. Then it became our
10 work product as a team. And then it was public, and we
11 thought it was the best complaint that we could fashion.

12 THE COURT: You're saying "we."

13 MS. SHARON POMERANZ: Me and my litigation
14 support team. They supported me with staff, with
15 drivers, with funding mainly, to pursue the litigation.

16 THE COURT: So it appears to me that they are
17 the moving force and doing all the work in these cases.

18 MS. SHARON POMERANZ: We shared the work,
19 according to our roles in the litigation.

20 THE COURT: I note that -- I have the first
21 complaint that you filed against Carroll Ventures, Inc.,
22 and what I did is, I highlighted what was changed from
23 those Colorado complaints that have been filed months
24 earlier in the District of Colorado. There are very,
25 very few changes, and nothing of any real substance.

1 I do note that on the first page of the Carton
2 v. Carroll Ventures complaint, the street name is
3 misspelled. Was that your doing?

4 MS. SHARON POMERANZ: Perhaps it was a typo.

5 THE COURT: How about "Albuquerque," the
6 spelling of "Albuquerque"? Who was drafting these
7 complaints? It was you or your litigation staff, as you
8 referred to them?

9 MS. SHARON POMERANZ: We worked all together,
10 as a team. That's -- I couldn't do all these cases on my
11 own. And I explained to the Court, we developed one
12 template, and we used it for all of the rest, and that
13 that is the same model they must have been using in their
14 other litigation support efforts.

15 You know, they -- they worked under my
16 direction. They worked for me. And so I didn't disclose
17 to Ms. Carton all of their names and all of their
18 identities because I hired them to support the
19 litigation. She didn't hire them.

20 THE COURT: Who prepared the affidavit for IFP?

21 MS. SHARON POMERANZ: I gave it to Ms. Carton,
22 and she gave me her income, and then I had my staff put
23 it into the form, and then we all reviewed it.

24 THE COURT: The form from the District of
25 Colorado?

1 MS. SHARON POMERANZ: Yes. That was an error.
2 I'm sorry we made many procedural errors. That is
3 another reason we wanted to dismiss, is our model didn't
4 work out the way we intended. When we started, this was
5 about compliance, and it has had a real chilling effect.
6 The ADA was intended to allow plaintiffs who were
7 indigent to bring cases. And the reason that the
8 imbalance in the fees was created was to avoid a chilling
9 effect, but that's exactly what has happened.

10 THE COURT: I think with the filing of these
11 lawsuits, yes, indeed, that is what has happened.

12 MS. SHARON POMERANZ: Yes. And so we'd like to
13 dismiss, because we all see the error. I'd like to point
14 out, as well, you know, defense counsel is here, arguing
15 about money and fees. Not a single one of them made a
16 Rule 68 offer of judgment to cut off fees or asked for
17 dispute resolution. And so I think that there's lots of
18 fault to be spread around here, Judge. And Ms. Carton
19 mainly wants to dismiss.

20 THE COURT: I'll let you get there.

21 MS. SHARON POMERANZ: Because she feels that --
22 because she doesn't want to incur any more risk. The
23 Court has made it clear that she will be responsible for
24 fees if the defendants prevail. She doesn't want to take
25 that risk. And we can't incur any more fees. She is

1 indigent.

2 THE COURT: Your staff members --

3 MS. SHARON POMERANZ: Yeah.

4 THE COURT: -- those names that were mentioned
5 by Ms. Indahl, they carry your e-mail address extension,
6 correct?

7 MS. SHARON POMERANZ: Right. We work together
8 through one e-mail, and any time someone uses that
9 e-mail, it came to all of our computers because we were
10 working remotely.

11 THE COURT: Are you telling me that you were
12 unaware that your staff had previously used the AID.org
13 extension on their e-mail?

14 MS. SHARON POMERANZ: I had not seen those.
15 Any e-mails that we sent out were under
16 sharon@newmexicoads. And I am also unaware of their
17 connection. When I met them, they were a stand-alone
18 litigation company. I hadn't heard of AID until the news
19 here.

20 THE COURT: Did you do any research at all into
21 this Litigation Management Services?

22 MS. SHARON POMERANZ: Yes. I checked if they
23 were in good standing in their state, and they were.

24 THE COURT: Did you check to see if they were
25 actually a different name for that entity AID?

1 MS. SHARON POMERANZ: Right. Under the
2 Secretary of State, they didn't have a d/b/a. They were
3 just a litigation company in good standing.

4 THE COURT: All right. I'll let you continue.

5 MS. ANNA INDAHL: Okay. Can I ask Ms. Pomeranz
6 a question? Or just Ms. Carton?

7 THE COURT: I think you can.

8 MS. ANNA INDAHL: Okay. So, Ms. Pomeranz, I'm
9 confused about your very clear testimony, or what would
10 seem clear testimony about your drafting these
11 complaints. So the Arizona complaint was filed a month
12 before the Carton -- or the Carroll Ventures case in this
13 district was filed. How do you explain that?

14 MS. SHARON POMERANZ: I don't know about the
15 time frame for the --

16 MS. ANNA INDAHL: Okay. Well, then, I want you
17 to --

18 MS. SHARON POMERANZ: No, I --

19 THE COURT: Excuse me. You all can't speak
20 over each other. The court reporter can't take two at a
21 time.

22 MS. SHARON POMERANZ: I have been working with
23 Litigation Management Company since August, and so we've
24 been -- we were drafting complaints months and months ago
25 as a team that they were using to pursue civil rights

1 enforcement. But those arrangements with other states
2 did not involve me, so you would have to ask them about
3 it.

4 MS. ANNA INDAHL: So I'm just asking how you
5 explain the fact that -- so okay. Let me back up. So
6 when did you draft this Carroll Ventures complaint?

7 MS. SHARON POMERANZ: I drafted it over a
8 period of months, starting in August. As Ms. Carton
9 said, when she met the group, that's when I hired them.

10 MS. ANNA INDAHL: So you started drafting the
11 complaint before she had experienced any barriers at any
12 business in Albuquerque?

13 MS. SHARON POMERANZ: Sure. We were preparing
14 for litigation for the -- well, she had already told me,
15 when I met her at her house, all the barriers she faced
16 every day. That we already knew, that she encountered
17 barriers, and there's clearly many barriers nationwide.

18 MS. ANNA INDAHL: So your testimony is that you
19 started drafting this complaint in Carroll Ventures,
20 which became the complaint in all of these named --

21 MS. SHARON POMERANZ: We didn't have the name.
22 We just drafted a general ADA Title III complaint. We
23 didn't have, as you say, a Carroll Ventures yet because
24 she hadn't visited any -- she hadn't experienced barriers
25 at any particular defendant.

1 MS. ANNA INDAHL: Okay. So her first visit, as
2 you claim in your lawsuits -- and I looked at all of them
3 to see when the barrier was supposedly experienced, and
4 the first one is in LBC Company, which is Case Number
5 0044, which was November 7, 2016. So is it your
6 testimony that you started drafting the complaint in
7 August, before gathering any facts as to any actual
8 barriers until November of 2016?

9 MS. SHARON POMERANZ: Yes. I was drafting the
10 implementing regulations and I was doing the research on
11 standing, because we wanted to make sure that we didn't
12 have any issues with standing.

13 MS. ANNA INDAHL: Okay.

14 MS. SHARON POMERANZ: And it took a lot of
15 preparation. It was a new area of law for me.

16 MS. ANNA INDAHL: And the District of Colorado
17 complaint, the Umphenour -- I apologize if I
18 mispronounced her name -- was filed December 8, 2016.
19 Did you have your complaint completed by that time?

20 MS. SHARON POMERANZ: Yes, we did.

21 MS. ANNA INDAHL: When did you have it
22 completed?

23 MS. SHARON POMERANZ: I don't remember the
24 exact date. It was shared in a drop box. We were all
25 working on it. This was a litigation team.

1 MS. ANNA INDAHL: And who was on the team?

2 MS. SHARON POMERANZ: The Litigation Management
3 team.

4 MS. ANNA INDAHL: Who were the names of the
5 people on the team?

6 MS. SHARON POMERANZ: Alex Callan is the owner
7 of that, or the director of that, and she said Alex and
8 Craig.

9 MS. ANNA INDAHL: And what is Craig's last
10 name?

11 MS. SHARON POMERANZ: The last name is
12 Broadbent.

13 MS. ANNA INDAHL: Who else was on your team?

14 MS. SHARON POMERANZ: Ashley. The people who
15 you saw on your e-mails, the paralegals, the two staff.

16 MS. ANNA INDAHL: Can I have their names? Do
17 you know their names?

18 MS. SHARON POMERANZ: Ashley Iannacone and Sean
19 Conway.

20 MS. ANNA INDAHL: Okay. Anybody else on your
21 team?

22 MS. SHARON POMERANZ: No. Litigation
23 Management may have been using people in their work that
24 I don't know about in these other cases. Obviously, they
25 were connected to lawyers. I didn't meet her; I didn't

1 communicate with. But I was aware that they were
2 providing support for civil rights work, and I believe
3 that's appropriate.

4 MS. ANNA INDAHL: So did you have any pecuniary
5 interest in the outcomes of the Colorado or the Nevada
6 cases?

7 MS. SHARON POMERANZ: No. I didn't know the
8 dates of filing, the plaintiffs, or the attorneys. As
9 I've said, I had no connection to those other suits. I
10 never met the plaintiffs. I didn't know their time
11 frame. I didn't even -- I had no idea who else -- I was
12 only focused on my cases.

13 MS. ANNA INDAHL: Yet, those cases are using
14 what you claim to have written, your complaint, your work
15 product.

16 MS. SHARON POMERANZ: The complaint was for
17 Litigation Management. It was for them to use to support
18 civil rights work. We --

19 MS. ANNA INDAHL: But you drafted the
20 complaint. Are you an employee of Litigation Management?

21 MS. SHARON POMERANZ: No, I'm not an employee.
22 I drafted it for my complaints, and since they
23 participated, we agreed they could use it for their work.

24 MS. ANNA INDAHL: Did you --

25 MS. SHARON POMERANZ: And they used it for my

1 work.

2 MS. ANNA INDAHL: Did you receive any payment
3 for drafting that complaint?

4 MS. SHARON POMERANZ: No, I did not.

5 MS. ANNA INDAHL: Why not?

6 MS. SHARON POMERANZ: Why not? Because that's
7 not the way we structured our agreement.

8 MS. ANNA INDAHL: Do you have your agreement
9 with Litigation Management Services?

10 MS. SHARON POMERANZ: No, I do not. I didn't
11 -- I don't have my agreement, and she didn't have her
12 agreement, because they're not a party to this, and I
13 don't see how that even is relevant. I represent her.
14 We filed ADA cases, and we got funding and support, as we
15 should, to bring suits.

16 MS. ANNA INDAHL: How much funding and support?

17 MS. SHARON POMERANZ: They were paying the
18 filing fees, and they were providing staff, and they paid
19 her the money to reimburse her for any litigation
20 expenses, the \$5,000 that has been shown here. And we
21 want to cut off any more support because we don't think
22 that she will prevail enough to compensate, to live up to
23 the agreement. And that's a problem, you know.

24 It was not -- we didn't anticipate that
25 defendants would get any kind of fees, because the

1 statute doesn't provide it, and that was something that
2 was unexpected in our model, that I was unaware of, and
3 now we would like to dismiss because of that. I don't
4 want to advise my client to incur any more risk.

5 When we started this, it was explained to me
6 about the Litigation Management Company, and based on all
7 of my research, the testers were constitutional, and that
8 plaintiffs had the opportunity -- plaintiffs were not
9 prevented from filing suit in their individual capacity
10 and as a tester, and that's why we wrote the complaint
11 that way. She was an individual and a tester.

12 MS. ANNA INDAHL: Who represented that to you?

13 MS. SHARON POMERANZ: Who represented what?

14 MS. ANNA INDAHL: That it was constitutional to
15 bring a lawsuit as --

16 MS. SHARON POMERANZ: The Tenth Circuit.

17 MS. ANNA INDAHL: -- a tester and an
18 individual?

19 MS. SHARON POMERANZ: That was my research from
20 the Tenth Circuit and discussions with the attorneys on
21 my Litigation Management team, Alex and Craig.

22 MS. ANNA INDAHL: So Craig is also a driver and
23 a lawyer?

24 MS. SHARON POMERANZ: That's correct. And he
25 wanted to -- he's not a lawyer in New Mexico, but he is a

1 lawyer.

2 MS. ANNA INDAHL: Is Alex a lawyer in New
3 Mexico?

4 MS. SHARON POMERANZ: Not in New Mexico. But
5 Alex I never met; I only spoke with on the phone.

6 MS. ANNA INDAHL: So who represented -- you
7 said "represented" to you --

8 MS. SHARON POMERANZ: I worked with Craig.

9 MS. ANNA INDAHL: -- and that implies you
10 talked to somebody or you had correspondence with
11 somebody, but you're telling me that's the Tenth Circuit
12 representing. I'm not clear.

13 MS. SHARON POMERANZ: Well, my research and my
14 litigation team. We staffed this extensively. We did a
15 lot of research. We didn't want to encounter any of
16 these issues. We wanted to have valid, meritorious
17 claims based on violations that were statutory, per se
18 violations, was the entire model. That was the way it
19 was going to go forward because we wanted to advocate
20 properly for her civil rights.

21 MS. ANNA INDAHL: So when you talk about the
22 model, and you've mentioned it several times, can you
23 explain to me what the model was?

24 MS. SHARON POMERANZ: The model was that they
25 provide funding for indigent people.

1 MS. ANNA INDAHL: That's the model from the
2 beginning?

3 MS. SHARON POMERANZ: That's the -- that was
4 with the model, that we were discussing how to advocate
5 without being a wealthy person, and it's through
6 litigation funding. You go to a group, and they give you
7 the funding if you don't have it.

8 MS. ANNA INDAHL: And on what basis did you
9 file for IFP status?

10 MS. SHARON POMERANZ: That money is not her
11 money. That money is money I got to fund the litigation.
12 She is indigent.

13 I don't understand the question.

14 MS. ANNA INDAHL: So you paid her filing fee?

15 MS. SHARON POMERANZ: No. The Litigation
16 Management Company did after the Court ruled on how
17 much she should pay. They provided me that funding to
18 pay.

19 MS. ANNA INDAHL: But did you not mislead the
20 Court about her --

21 MS. SHARON POMERANZ: No.

22 MS. ANNA INDAHL: -- financial status and
23 ability to pay for her fees?

24 MS. SHARON POMERANZ: No. She declared all of
25 her income. Litigation Management doesn't -- is not her

1 income. She doesn't work for them. They fund me and my
2 litigation if I need funds.

3 MS. ANNA INDAHL: But you're not an employee?

4 MS. SHARON POMERANZ: No. It's an agreement
5 for services, just like my agreement with her for
6 services. You know, litigation funding has become very
7 popular in the last couple of years, and so it's a common
8 technique for lawyers to pursue claims, and it has been
9 written about in many Bar journals and many publications.
10 So I'm sorry it's new to you.

11 MS. ANNA INDAHL: It's not new to me.

12 MS. SHARON POMERANZ: No, I don't think it
13 conflicts with IFP, but if the Court decides it does,
14 then we will withdraw, just like Nevada, which I guess is
15 what that attorney concluded.

16 MS. ANNA INDAHL: I don't think it --

17 MS. SHARON POMERANZ: You know, I understood
18 the IFP was based on her income, and that's what we
19 reported, was hers.

20 MS. ANNA INDAHL: What I'm trying to say is,
21 how is it fair, in your mind, that you can play fast and
22 loose, and get funding under the table, and do things
23 that the Court isn't aware of --

24 MS. SHARON POMERANZ: Under the table?

25 MS. ANNA INDAHL: Please let me finish my --

1 THE COURT REPORTER: I can only write one at a
2 time. If you would just all slow down, pause a little,
3 and give me time to write the Q and A, please.

4 MS. ANNA INDAHL: My apologies.

5 THE COURT: She was quicker than I was. I was
6 going to say the same thing.

7 MS. ANNA INDAHL: I was just trying to finish
8 my question. My apologies.

9 How is it fair that you can play fast and loose
10 with funding, and get money under the table, apply for
11 IFP status, and not disclose that you're getting funding
12 for all of the fees through Litigation Management
13 Services?

14 MS. SHARON POMERANZ: Because it was my
15 understanding that IFP was based on the income of the
16 individual plaintiff.

17 MS. ANNA INDAHL: So if you hide the money in
18 another --

19 MS. SHARON POMERANZ: I wasn't hiding the
20 money.

21 MS. ANNA INDAHL: Can I please finish my
22 questions? I let you finish your answers.

23 If you hide -- if you put the money in a
24 different location and it doesn't go direct deposit into
25 Ms. Carton's account, then you don't need to disclose

1 that to the Court?

2 MS. SHARON POMERANZ: We disclosed Ms. Carton's
3 income, which was what was asked of us in the
4 application, and I did not feel I had to disclose
5 anything additional because that wasn't on the
6 application. My agreement with litigation funding, I was
7 under the impression that that was an ethical, proper way
8 to represent indigent people. That's what I had read.
9 That's what I had researched. So we were following a
10 very legitimate model.

11 We're not a high-powered law firm like all of
12 you.

13 MS. ANNA INDAHL: Oh.

14 MS. SHARON POMERANZ: I mean, we're not. She
15 is indigent, and I'm not with a firm, so we didn't have
16 the money. She shouldn't be prevented from pursuing her
17 civil rights because of her indigency.

18 MS. ANNA INDAHL: Nobody disputes that --

19 MS. SHARON POMERANZ: That's what --

20 MS. ANNA INDAHL: Please let me finish.

21 MS. SHARON POMERANZ: Well, I'm answering your
22 question.

23 MS. ANNA INDAHL: I haven't asked a question.

24 MS. SHARON POMERANZ: I was answering your last
25 one. That's why I thought it was fair. You asked me why

1 I thought it was fair. I think it's fair that poor
2 people should also have a chance to have access to the
3 system.

4 MS. ANNA INDAHL: Ms. Pomeranz, that completely
5 mischaracterizes my question and it's not responsive to
6 anything I've asked, but I agree that indigent people
7 should have access to the legal system.

8 MS. SHARON POMERANZ: That's my answer.

9 MS. ANNA INDAHL: Have you received any funds
10 from Ms. Carton?

11 MS. SHARON POMERANZ: No.

12 MS. ANNA INDAHL: Have you received any monies
13 from Litigation Management Services?

14 MS. SHARON POMERANZ: Yes.

15 MS. ANNA INDAHL: How much?

16 MS. SHARON POMERANZ: That's confidential in
17 our agreement.

18 MS. ANNA INDAHL: Well, the agreement is going
19 to be produced to the Court, and I'll agree to a
20 protective order.

21 MS. SHARON POMERANZ: Well, then, when it's
22 submitted to the Court, I guess it will have that
23 information.

24 MS. ANNA INDAHL: Your Honor, can you compel
25 her to answer how much she has received from Litigation

1 Management Services?

2 THE COURT: I need to look at the agreement
3 first.

4 MS. SHARON POMERANZ: Yeah.

5 MS. ANNA INDAHL: Is your payment per case?

6 MS. SHARON POMERANZ: As I said, it's
7 confidential. And it was -- it wasn't payment. It was
8 to fund the litigation. So there is a distinction. And
9 that's where all of this confusion came from.

10 MS. ANNA INDAHL: I'm not confused.

11 MS. SHARON POMERANZ: Well, I'm saying from the
12 news and where this started, that Ms. Carton had been
13 paid. It was all to fund the litigation, which is
14 certainly distinguishable from being paid. We don't work
15 for anybody.

16 MS. ANNA INDAHL: What costs have you incurred
17 and fees have you incurred so far in these cases?

18 MS. SHARON POMERANZ: Well, we've incurred the
19 cost of the filings that have been paid, the ones that
20 the Judge read off earlier, as well as drafting, you
21 know, the service of process. I think the Litigation
22 Management -- I'd have to ask Litigation Management
23 Company for an invoice, but all the things associated
24 with it, with the case. We had to file. We had to
25 serve. They had to pay Ms. -- the theory with the money

1 that Ms. Carton received was that she would then use that
2 money to buy goods and services. That was the model.

3 Because I wanted to make sure she had standing,
4 and it's a requirement that you intend to buy things, and
5 she didn't have the money to buy things. That was the
6 intention of her payment. It was not to pay her to
7 litigate. And she answered that question.

8 So there was that expense of her actually
9 purchasing goods and services if she chose to; there was
10 the expense of the driver, the expense of the staff.

11 But I didn't -- the Litigation Company paid
12 those expenses.

13 MS. ANNA INDAHL: Have you been paid in excess
14 -- have you been advanced any funds that haven't been
15 incurred in this case?

16 MS. SHARON POMERANZ: No, absolutely not.

17 MS. ANNA INDAHL: So you just invoice the
18 Litigation Management Services for the fees and the costs
19 that you have paid?

20 MS. SHARON POMERANZ: Do I invoice them?
21 That's not the way we arrange it.

22 MS. ANNA INDAHL: You mentioned an invoice,
23 that you have to get an invoice from them.

24 MS. SHARON POMERANZ: No, I said they have
25 probably kept an invoice of all the people they have

1 paid. I don't invoice them. They pay the fees. They
2 paid the filing fees to the court. They paid the process
3 server. They paid Ms. Carton. So you would have to ask
4 them for a list of those fees.

5 MS. ANNA INDAHL: So you haven't personally
6 received any money from Litigation Management Services?

7 MS. SHARON POMERANZ: It's all been, as I
8 explained, not payment, but reimbursement for litigation
9 costs.

10 MS. ANNA INDAHL: Okay. Well, you said the
11 driver, that they paid directly; you said the court, that
12 they paid directly; you said Ms. Carton, that they paid
13 directly?

14 MS. SHARON POMERANZ: Right.

15 MS. ANNA INDAHL: So what have you had to pay,
16 that Litigation Management Services reimbursed to you?

17 MS. SHARON POMERANZ: What did they pay me for?

18 MS. ANNA INDAHL: That's my question.

19 MS. SHARON POMERANZ: Well, as I said, that's
20 part of the agreement that's confidential and that has
21 yet to be determined by the Court.

22 MS. ANNA INDAHL: But you have received money?

23 MS. SHARON POMERANZ: I said I had. Yes. But
24 it's reimbursement. It's not payment.

25 MS. ANNA INDAHL: And so what's the

1 reimbursement for? It's a simple question, and that's
2 not confidential.

3 MS. SHARON POMERANZ: For litigation expenses.

4 MS. ANNA INDAHL: Such as?

5 (Background noise.)

6 THE COURT: Could the people on the phone
7 please mute your phones? Thank you.

8 MS. SHARON POMERANZ: I already answered.

9 MS. ANNA INDAHL: No, you didn't. You said --

10 MS. SHARON POMERANZ: For the costs and the
11 filing fees. That is my answer.

12 MS. ANNA INDAHL: You said that they paid the
13 court directly for those. I'm asking what they paid you
14 for?

15 MS. SHARON POMERANZ: What they've paid me for?

16 MS. ANNA INDAHL: Is there something wrong with
17 this mic? Can you hear it?

18 MS. SHARON POMERANZ: But I've already answered
19 that, that that's confidential, and the Court addressed
20 it and said when they see the agreement, they'll make a
21 decision.

22 MS. ANNA INDAHL: That's not confidential, what
23 they paid you for. The amount may be, and that's up to
24 the Court, but I'm not seeing --

25 MS. SHARON POMERANZ: All the terms of that

1 agreement are confidential.

2 MS. ANNA INDAHL: I'm asking something outside
3 the terms of the agreement, and --

4 MS. SHARON POMERANZ: And I'm saying I'm
5 invoking my confidentiality --

6 THE COURT REPORTER: Excuse me. One at a time.
7 Wait a minute. One at a time. You're talking over one
8 another. Wait for the question and the answer, please.

9 THE COURT: I also want to ask you, why do you
10 consider this agreement that you have with this partner
11 in this litigation to be confidential?

12 MS. SHARON POMERANZ: Because that's what is in
13 the terms of the agreement, because it's their work
14 product, all of this, you know, a lot of this.

15 THE COURT: Evidently a lot of this is their
16 work product.

17 MS. SHARON POMERANZ: A lot of the model and
18 the design and the funding was all created by the
19 management group, that's correct, and they are funded by
20 a very wealthy disabled person who wanted to make a
21 change, and so they have a good goal. And if their model
22 is procedurally flawed somehow, that supports the
23 dismissal even more.

24 THE COURT: Have you received portions of the
25 settlement monies that have been given in these cases?

1 MS. SHARON POMERANZ: No, I have not received
2 settlement money, and neither has Ms. Carton. She
3 misunderstood where the monies come from. The money was
4 for her to go out and buy things at these premises so
5 that she would be -- have standing. The settlement
6 monies go to the Litigation Management Company.

7 THE COURT: The settlements go to the
8 management company, and not to your client?

9 MS. SHARON POMERANZ: Right. She is not
10 allowed to collect damages. We remediate, and then they
11 cover their overhead if they can. If not, then their
12 sponsor pays for it, you know, their person who's funding
13 them. But I'm supposed to give them the settlement
14 money, and Ms. Carton understood that from the beginning,
15 and she was -- you know, everything was discussed with
16 her in our agreement, my agreement with her. My retainer
17 agreement with her explains that I'll be using a
18 litigation company, and she knows that that's the model.

19 THE COURT: How are you getting paid for your
20 legal services that you contend you provide?

21 MS. SHARON POMERANZ: As I explained, we have
22 an agreement of how they pay me, and it's in the
23 confidential management service agreement that I have
24 with them. And I take a very small -- this was not about
25 making money, as we said in the beginning, so I didn't

1 get paid very much.

2 THE COURT: All right. I will look at that
3 agreement and determine whether or not it should be
4 considered confidential. I'll also explore whether or
5 not it should be produced pursuant to some kind of a
6 protective order.

7 MS. SHARON POMERANZ: I'm happy to turn it in.
8 I am also happy to withdraw her IFP status if the Court
9 finds that the Litigation Management agreement in and of
10 itself, even though it's not her income, precludes her
11 from being IFP.

12 THE COURT: And maybe I should explain that
13 your attorney has moved to dismiss all of your cases
14 with prejudice. Do you understand what that means,
15 Ms. Carton?

16 MS. ALYSSA CARTON: With prejudice? I don't
17 remember. I'm sorry. With prejudice. I'm not sure if I
18 remember what that explanation was. Can you repeat that
19 for me?

20 THE COURT: Yes.

21 MS. ALYSSA CARTON: Thank you.

22 THE COURT: To dismiss a case with prejudice
23 means that you will be giving up all claims that you
24 brought or could have brought in any of these lawsuits.

25 MS. ALYSSA CARTON: Uh-huh.

1 THE COURT: Do you understand that?

2 MS. ALYSSA CARTON: I guess I do now, yes.

3 THE COURT: All right. And that request has
4 been made, and it will be my recommendation to Chief
5 Judge Armijo to do so. However, there is another issue,
6 and that is the request that that dismissal be
7 conditioned upon payment of defendants' attorney fees
8 that have been incurred in defending these lawsuits.

9 MS. ALYSSA CARTON: Uh-huh.

10 THE COURT: Also, I have concerns about whether
11 sanctions should be imposed. Those sanctions at this
12 time I don't see going against you. However, Ms.
13 Pomeranz, I need to advise you that I have concerns with
14 regard to testimony that you gave at the previous
15 hearing. I have concerns with how this litigation has
16 been managed by an undisclosed, until these hearings,
17 organization, and it's presumed, or at least it appears,
18 past ties to a different organization, AID, which has
19 been sanctioned and has been investigated by other State
20 Attorney Generals' offices.

21 And so I need to advise you that I am also
22 considering whether I should recommend to Chief Judge
23 Armijo that sanctions be imposed pursuant to 28 U.S.C.
24 Section 1927. Those sanctions may be awarded when an
25 attorney is cavalier or bent on misleading the Court,

1 intending acts without a plausible basis or when the
2 entire course of proceedings was unwarranted.

3 Those are some of my concerns that I'm looking
4 at, and I need to make sure that you understand you do
5 have an opportunity to respond to my consideration of
6 that. That's your due process right.

7 But also, again, we have a lot of defendants
8 who have had to incur fees and costs in defending these
9 actions.

10 I also am concerned about deterring any future
11 kinds of litigation under the model that has been
12 expressed by Ms. Pomeranz and by you here today. It has
13 created a great deal of angst to these businesses.

14 MS. ALYSSA CARTON: Yes. That's a good word.

15 THE COURT: Yes. Also, this kind of litigation
16 undermines the purposes of the ADA, because we want --
17 it's a wonderful statute. It's a necessary statute, and
18 businesses should be required to comply with preventing
19 barriers to those who are disabled.

20 MS. ALYSSA CARTON: Uh-huh.

21 THE COURT: But these kinds of lawsuits tend to
22 create an impression of coercive lawsuits, intended to
23 get attorneys' fees, to get money where money is
24 otherwise not available, damages are not available, but
25 settlements, through demands for settlements, money

1 changes hands.

2 And businesses cannot afford, oftentimes, to
3 defend a lawsuit like this. It's going to cost them more
4 to defend than it is to settle a case.

5 Also, in these documents that were presented or
6 filed yesterday by Ms. Indahl, the settlement demands
7 that have been made, Ms. Pomeranz represented to me were
8 very small amounts. That's not what I'm seeing. I'm
9 seeing demands for close to \$3,000 to \$7,500.

10 I'm looking at what has been filed, the
11 drafting that Ms. Pomeranz indicates that she performed.
12 They're pretty much cut-and-paste from the boilerplate
13 that appears to have been primarily created by this
14 litigation company in association with cases that were
15 previously filed in Colorado and other forums.

16 So that's my concern. All right.

17 Ms. Indahl, if you want to continue?

18 MS. ANNA INDAHL: Thank you.

19 MS. SHARON POMERANZ: Would you like me to
20 respond in writing to that, Judge?

21 THE COURT: I think probably so, after you've
22 had a chance to think it over and see how you want to
23 respond.

24 MS. SHARON POMERANZ: Did you want to respond?

25 MS. ALYSSA CARTON: Actually, I wanted to ask a

1 question. Earlier, you mentioned something about if I
2 needed a break or whatever.

3 THE COURT: Yes.

4 MS. ALYSSA CARTON: I need a few minutes to go
5 use the restroom. And I would love to come back and, you
6 know, be happy to listen to whatever else needs to be
7 addressed in the courtroom, but I do need a few minutes,
8 maybe about 15 minutes to go use the restroom.

9 THE COURT: All right. Let's reconvene at
10 12:00, then, and we'll be back at that time.

11 MS. ALYSSA CARTON: Thank you, Judge. Thank
12 you.

13 LAW CLERK JEFFRIE MINIER: All rise.

14 (Recess from 11:44 a.m until 11:58 a.m.)

15 LAW CLERK JEFFRIE MINIER: All rise.

16 THE COURT: Everyone, please be seated. And
17 you can continue, Ms. Indahl.

18 MS. ANNA INDAHL: Thank you, Your Honor.

19 Ms. Pomeranz, just a couple of questions, and
20 then I'd like to ask Ms. Carton some questions as well.
21 You testified earlier that you work with Alex Callan with
22 Litigation Management Services; is that right?

23 MS. SHARON POMERANZ: That I -- he is an
24 attorney who works for Litigation Management Company. He
25 was on the team, yes.

1 MS. ANNA INDAHL: I'm sorry. You said he was
2 on your team?

3 MS. SHARON POMERANZ: He works for Litigation
4 Management Company, but we worked together in developing
5 this model that we've now discovered has issues, thanks
6 to the Court for pointing it out, you know, that we've
7 really been able through this hearing to discover, Your
8 Honor, and I'm glad the Court has made us aware that even
9 though she had found some very solid violations, that she
10 should have disclosed to the Court the source of her
11 funds, that she had this opportunity for funding.

12 And we realize that we should have made the
13 Court aware of that earlier. I didn't -- I didn't think
14 that would impact her status, and that was my error.

15 MS. ANNA INDAHL: So my question is: Is Alex
16 Callan on your team?

17 MS. SHARON POMERANZ: Is he on my team? I've
18 answered your question. He works for Litigation
19 Management Company.

20 MS. ANNA INDAHL: Has he worked on these cases?

21 MS. SHARON POMERANZ: He has worked on these
22 cases through his role as the director of Litigation
23 Management Company.

24 MS. ANNA INDAHL: Are you aware that he is
25 listed in the Arizona corporate website as the registered

1 agent for AID?

2 MS. SHARON POMERANZ: I did not know he was
3 connected to AID until recently, when all of these court
4 proceedings began. We didn't know that until all of this
5 stuff came out.

6 MS. ANNA INDAHL: Can you tell me what you
7 mean? When you filed your lawsuits?

8 MS. SHARON POMERANZ: No, last week, when we
9 were in court and people started asking about AID and
10 their connection, and then you sent me information
11 connecting them. That's how I found out. I did not
12 check the Arizona website because Litigation Management
13 Company is not registered in Arizona, so I never
14 contacted the Secretary of State of Arizona. The
15 company, I believe, is in -- it's -- I don't know if it
16 was Delaware or another midwestern state that they
17 incorporated in, but they were not --

18 MS. ALYSSA CARTON: I would like to add, too,
19 that I don't know if we're speaking of the same Alex. I
20 know I mentioned an Alex earlier. I don't think that was
21 the last name of the Alex that I mentioned, so I'm not
22 sure if there's a different Alex at play here.

23 MS. ANNA INDAHL: Okay. Are you aware, Ms.
24 Pomeranz, that Alex Callan is also chairman of the board
25 for AID on the Arizona corporate website?

1 MS. SHARON POMERANZ: As I stated, I had no
2 idea of his involvement with any group outside of
3 Litigation Management Company. They were the only
4 company I looked into. I didn't know his connection. I
5 didn't know that he had ever worked for AID, or does work
6 for AID, or is on their board. I had no knowledge of any
7 connection between this other group. And now that I
8 know, it certainly makes me take note.

9 THE COURT: Let me interrupt for a second. How
10 did you get connected to Litigation Management Services?
11 Did you contact them, or did they contact you?

12 MS. SHARON POMERANZ: I answered an ad for
13 civil rights attorneys on Indeed.

14 THE COURT: And when was that?

15 MS. SHARON POMERANZ: In the summer, summer of
16 2016. I don't remember. Towards the late summer.

17 THE COURT: And it was listed as Litigation
18 Management Services?

19 MS. SHARON POMERANZ: It didn't -- it didn't
20 list a name of a company. It just said "Civil Rights
21 Attorneys Wanted," and I applied through the Indeed
22 website. And months went by and I didn't get any
23 contact, and then somebody called me after several months
24 and said they were from Litigation Management.

25 THE COURT: All right. Thank you.

1 MS. ANNA INDAHL: So after you said that you
2 became aware that there could be a connection with AID
3 and Litigation Management Services, did you do any
4 investigation?

5 MS. SHARON POMERANZ: Well, we had already
6 asked to dismiss the cases, and so no. We had already
7 had our position to the Court when we came. When I came
8 here last week and Ms. Carton was not here, she had
9 already told me she wanted to dismiss the cases, and
10 that's what I told the Court. And that is still what
11 we're telling the Court.

12 So I didn't look into AID because they have no
13 bearing or relevance to our decision to dismiss or why we
14 filed the cases in the first place, which was as a civil
15 rights action.

16 MS. ANNA INDAHL: What research did you do into
17 Litigation Management Services? You said you checked
18 that they were in good standing. What state are they in
19 good standing in?

20 MS. SHARON POMERANZ: I can't remember. It was
21 either Delaware or one of the midwestern states. I would
22 have to check my records. But I know specifically it was
23 not Arizona.

24 MS. ANNA INDAHL: So how did you do that
25 search? Because as I understand it, you would need to go

1 to that state and search for a corporation. Did you
2 search all 50 states?

3 MS. SHARON POMERANZ: No. They told me which
4 state they were registered in, and I checked that state.
5 I just don't recall it here today. I just recall it was
6 not Arizona. But I did ask to do my due diligence before
7 entering a service agreement with them. I did ask to
8 make sure they were in good standing in the state they
9 were registered in, which was provided to me.

10 MS. ANNA INDAHL: By whom?

11 MS. SHARON POMERANZ: Does that answer your
12 question?

13 MS. ANNA INDAHL: Yes. A follow-up question:
14 By whom was it represented to you?

15 MS. SHARON POMERANZ: By whom was what
16 represented?

17 MS. ANNA INDAHL: That they were in good
18 standing.

19 MS. SHARON POMERANZ: I checked, myself. It
20 wasn't represented to me. I asked to do due diligence,
21 and they said, "We're incorporated in this state." And I
22 went and looked if they were in good standing, and the
23 website indicated they were.

24 MS. ANNA INDAHL: My question is simple. Who
25 told you they were in good standing?

1 MS. SHARON POMERANZ: The Secretary of State's
2 website.

3 MS. ANNA INDAHL: I think we're confused here,
4 because you said that it was represented to you that they
5 were in good standing.

6 MS. SHARON POMERANZ: By the -- by my own
7 checking on the website, that was what it said. They
8 were in good standing.

9 MS. ANNA INDAHL: So you searched every, all 50
10 states' websites?

11 MS. SHARON POMERANZ: I've answered this. They
12 told me which state --

13 THE COURT: I want you both to calm down.

14 MS. SHARON POMERANZ: Okay.

15 THE COURT: And I want to make a clear record,
16 and Julie would like you to have a clear record, so if
17 you could please tone it down. Just ask the questions,
18 answer the questions.

19 MS. SHARON POMERANZ: What is your question?

20 MS. ANNA INDAHL: Let me know if I'm confused,
21 but my understanding is that you just said that you were
22 told by somebody at Litigation Management Services that
23 they were in good standing in a state.

24 MS. SHARON POMERANZ: What I said was, I did my
25 due diligence, and I checked on their standing and found

1 they were in good standing in the state they're
2 registered in, which I cannot recall. I didn't check 50
3 states. They told me back in the summer which state it
4 was, and I don't remember. It was either Delaware or
5 another state. I don't recall.

6 MS. ANNA INDAHL: What I want you to focus on
7 is --

8 MS. SHARON POMERANZ: Sorry. Yeah.

9 MS. ANNA INDAHL: The bit you just said, "They
10 told me back in the summer that they were in good
11 standing," I'm interested in who told --

12 MS. SHARON POMERANZ: What do you mean "they"?
13 I'm all confused by her questions, Judge.

14 THE COURT: Let me ask it, then.

15 MS. SHARON POMERANZ: Yes, please.

16 THE COURT: Who told you which state they were
17 registered in?

18 MS. SHARON POMERANZ: Alex Callan told me which
19 state. Either Alex or Craig. I can't recall, actually,
20 because I was talking to both of them. But I did do my
21 diligence. What I didn't understand was that it impacted
22 her IFP status.

23 THE COURT: All right.

24 MS. SHARON POMERANZ: That is where I went
25 wrong in this matter, Judge, not in my investigation of

1 the litigation company.

2 THE COURT: All right. Ms. Indahl?

3 MS. ANNA INDAHL: Thank you, Your Honor. Sorry
4 for the confusion. I don't mean to be confusing, so I
5 apologize if I was.

6 Ms. Carton?

7 MS. ALYSSA CARTON: Yes?

8 MS. ANNA INDAHL: Some questions for you.

9 MS. ALYSSA CARTON: Yes. Sorry. Let me get
10 the microphone closer to me so I can actually answer you.

11 MS. ANNA INDAHL: And I know we've talked a lot
12 about your interest in advocating for individuals with
13 disabilities and for improving access to businesses for
14 individuals with disabilities.

15 MS. ALYSSA CARTON: Uh-huh.

16 MS. ANNA INDAHL: Before bringing any of these
17 lawsuits, what was your motivation in bringing these
18 lawsuits?

19 MS. ALYSSA CARTON: I think it's self-
20 explanatory. I wanted to make things more accessible for
21 people like me and for myself.

22 MS. ANNA INDAHL: Was that your only goal?

23 MS. ALYSSA CARTON: Yeah.

24 MS. ANNA INDAHL: Did you want to punish these
25 businesses at all?

1 MS. ALYSSA CARTON: No.

2 MS. ANNA INDAHL: Why didn't you simply write
3 to them and request remediation before filing your
4 lawsuits?

5 MS. ALYSSA CARTON: Well, like I said earlier,
6 there was a point where I talked to the team that was
7 available to me at the time. I mentioned I thought that
8 was a good idea, and it sounded like they were going to
9 do that. And then when I found out that they didn't do
10 that, I knew there was going to be a problem, so I
11 suggested it, but I did not do that myself. That's where
12 I went wrong.

13 MS. ANNA INDAHL: Did you talk to Ms. Pomeranz
14 about that strategy?

15 MS. ALYSSA CARTON: Yes, I did.

16 MS. ANNA INDAHL: And what did she say?

17 MS. ALYSSA CARTON: I don't remember at this
18 time.

19 MS. ANNA INDAHL: Did you talk to her once you
20 realized that the letters hadn't been sent out prior to
21 the lawsuits being filed?

22 MS. ALYSSA CARTON: Yes.

23 MS. ANNA INDAHL: And what was that
24 conversation?

25 MS. ALYSSA CARTON: Basically, that we were

1 going to have a problem with some of these cases because
2 people would be upset.

3 MS. ANNA INDAHL: Who said that?

4 MS. ALYSSA CARTON: I said that. I said that
5 people are going to be upset when -- by the fact that we
6 did not approach them correctly and, you know, what do we
7 do?

8 MS. ANNA INDAHL: Why do you think people were
9 upset?

10 MS. ALYSSA CARTON: Because we didn't go in and
11 say, "Hey, you've got a violation. You know, I'll give
12 you two weeks, or whatever, a certain time frame, to make
13 the change before we sue."

14 MS. ANNA INDAHL: Do you think -- I mean, do
15 you feel that that feeling is reasonable?

16 MS. ALYSSA CARTON: I think that feeling is
17 reasonable. I have been in situations where I've gone
18 into restaurants, or whatever. I remember a restaurant,
19 years ago, I went into a restaurant, and even a bowling
20 alley -- I don't remember which one. I went and I
21 confronted, you know, violations that I saw at the time,
22 without a lawyer, without anybody helping me or whatever,
23 and it took six months for someone to respond to me. So
24 at that point in time, I was kind of like, well, maybe I
25 should just go ahead and sue.

1 But that was years ago, so I think my anger
2 subsided, and I just was willing to try this out this way
3 or -- you know, just to use a lawyer. That's what I
4 mean.

5 And so, yeah, I just -- I forgot where I was
6 going with that. I'm sorry. But yes, essentially, you
7 know, I tried -- I've tried it without a lawyer and I've
8 tried it with a lawyer. You know, I didn't get very far
9 without a lawyer because it took six months, and I got
10 frustrated and I realized that people don't care, you
11 know. They'll hear me, whatever, and they just don't
12 care. Sometimes people just don't care, you know, and
13 they think I had need to be more specific.

14 You know, obviously using a lawyer made me feel
15 like I was going to be a little bit more specific, you
16 know, saying, "Hey, make this change. You know, make
17 this or we have the right to sue."

18 And so that was my belief, that using a lawyer
19 would give me the opportunity to be more clear about my
20 rights and my intent with, you know, violations that I
21 noticed, is that I have the power to sue you; I will sue
22 you; I don't have any reason to back down.

23 But obviously, now on this side of the
24 situation, I've included too many people in these cases
25 and, you know, too many opinions, you know, affected the

1 way things got handled or whatever. And it just seems
2 like, you know, people were content to abuse these
3 businesses and make them feel, you know, like they didn't
4 have the right to be treated fairly and justly and, you
5 know, give enough freedom of time, you know, that time
6 frame to make the change before they were legally sued.

7 So that's -- I hope that answers your question.

8 MS. ANNA INDAHL: It does. Do you feel like
9 these businesses were abused by this litigation?

10 MS. ALYSSA CARTON: I do. I absolutely do. I
11 think it's totally inappropriate to go into a business
12 and demand changes without proper course, if that's the
13 right legal word. I'm sorry. I don't really know what
14 I'm talking about in that regard.

15 But, yeah, I do. I think this was a complete
16 abuse of power, and I think that, you know, in hindsight
17 -- well, I'm not the one -- I'm not the one that did
18 that. You know, I participated but, you know, I wasn't
19 in control of that. So my personal opinion is, I won't
20 be using situations like this ever again because, you
21 know, it just damaged a lot of situations that, you know,
22 benefited me and benefited these businesses.

23 It's ridiculous. I'm ashamed.

24 MS. ANNA INDAHL: I'm sorry to hear that.

25 MS. ALYSSA CARTON: Yes. Definitely, I'm

1 ashamed to be part of this. This is awful.

2 MS. ANNA INDAHL: We've been talking a little
3 bit about the news interview that you gave, but I don't
4 know if you saw it.

5 MS. ALYSSA CARTON: I think there were two. I
6 don't remember which. I did two interviews. I don't
7 really know what was broadcasted in both of them.

8 MS. ANNA INDAHL: Are the things that you said
9 true, as you sit here today? The things that you said,
10 not what was reported by the news and things maybe other
11 people said, but I'm talking about what you specifically
12 said. Were those things true?

13 MS. ALYSSA CARTON: Everything that I've
14 reported is true. I know that I -- I believe that
15 talking to the news at the time was probably not an
16 appropriate way of handling my feeling because I was not
17 -- I was not -- I didn't prepare. I did not write out my
18 thoughts in a constructive way so that I could
19 communicate, you know, assertively and calmly what I felt
20 and what was going on, so that I would deliver accurate
21 information. And I think that created a lot of chaos,
22 and I think that a lot of people had a lot of different
23 feelings about it, myself included. And, you know,
24 that's not something I want to participate in, in the
25 future. I don't -- I don't want to do that.

1 MS. ANNA INDAHL: Understood. Can you think of
2 anything, though, that you said that wasn't true? Even
3 if it was somewhat disorganized, was it all true what you
4 said?

5 THE COURT: On what occasion?

6 MS. ANNA INDAHL: On the news.

7 MS. ALYSSA CARTON: I think what you're
8 referring to is that I might have participated with AID.
9 I think there might have been -- that I might have
10 somehow made a connection with AID. I don't know if
11 that's what you're referring to. Is that what you're
12 referring to?

13 MS. ANNA INDAHL: Not particularly. I'm just
14 wondering if everything that you've said is true, not
15 with any particular point in mind.

16 THE COURT: Are you saying here, today, in
17 court?

18 MS. ANNA INDAHL: I'm sorry. Here, today, in
19 court, I'm assuming that because she's under oath, it's
20 true.

21 What I'm asking, and I apologize if it's a poor
22 question: Was the interview that you gave to the news
23 outside of court true?

24 MS. ALYSSA CARTON: The interview I gave was
25 disorganized and it was not something that I am proud of.

1 It's not -- you know, I don't think I gave a clear
2 representation of what I was dealing with at the time.

3 MS. ANNA INDAHL: So putting aside the lack of
4 clarity or organization, was anything untrue about those
5 statements that the news got from you?

6 MS. ALYSSA CARTON: I don't think -- I don't
7 know if there's a difference between what you're asking
8 now or what you were asking earlier. I'm sorry.

9 THE COURT: Do you want to be more specific?

10 MS. ANNA INDAHL: Did you get \$50 per case? I
11 mean, you said that on the news. Or per violation or per
12 test? I mean, however you want to categorize it, did you
13 get some form of money per individual incident?

14 MS. SHARON POMERANZ: I'm sorry. She has
15 already disclosed to the Court that she got \$5,000 for
16 litigation expenses. It's in an affidavit that has been
17 disclosed.

18 MS. ANNA INDAHL: The Court asked me to ask a
19 specific question as to her news interview, and that's
20 one of them. I'm just wondering if there are any
21 inaccuracies in what she told the news.

22 THE COURT: I think the question is very
23 specific.

24 MS. ALYSSA CARTON: Okay.

25 THE COURT: Evidently, in your discussion with

1 a reporter, you indicated that you were paid \$50 per
2 case.

3 MS. ALYSSA CARTON: Yes, I do remember saying
4 that, and I don't recall whether that's true or not at
5 this point in time. I don't think it is.

6 THE COURT: What would lead you to think it
7 might not be true?

8 MS. ALYSSA CARTON: Well, I went out and I
9 purchased certain things at locations. There was an
10 incident or a situation where a driver bought me some
11 items, as well, when I was out, and I think that added up
12 to \$50, and so I might have pulled the number from that,
13 as well. But that's all I can think of at this time.

14 Does that answer? Does that help or...

15 THE COURT: I'm just wondering, why did you say
16 you were paid \$50 per case?

17 MS. ALYSSA CARTON: I said that because I felt
18 threatened, and I said it because people were attacking
19 me because, you know, people who sue businesses, you
20 know, or end up in lawsuits do end up with monetary --
21 what's the word? I don't know what I'm looking for, but
22 you know...

23 THE COURT: So was that untrue?

24 MS. ALYSSA CARTON: No. Well, yes, actually.
25 I'm sorry. I'm really stressed out. I'm tired. I'm

1 hungry, actually, so I apologize. I hope that helps.

2 Does that answer your question?

3 MS. ANNA INDAHL: Yeah, it does. Thanks.

4 MS. ALYSSA CARTON: Thank you.

5 MS. ANNA INDAHL: So you said that you thought
6 these cases were abusive. Do you think they were brought
7 with malice, looking back, as you sit here today?

8 MS. ALYSSA CARTON: I would say so. I don't
9 know if I would say all of them, but maybe I would. I'm
10 sitting here, trying to remember all of them. You know
11 what I mean? We all -- I went into each location, and I
12 did not give them the proper amount of time to address
13 the suits, so I guess if that is malicious, then I would
14 have to agree with that.

15 You know, there are other things that were
16 done, you know, that I don't think were malicious, and so
17 I would hope that the Court would give me a break on
18 that. But, you know, it's up to the Court, and I totally
19 respect the choices and the decisions of the courtroom in
20 regards to these cases.

21 MS. ANNA INDAHL: Okay. If the Court decides
22 to award attorneys' fees to the defendants who have paid
23 to defend these cases, who do you think should pay those
24 fees?

25 MS. ALYSSA CARTON: I -- I'd have to look at my

1 contract. I mean, you know, I guess the team of people
2 that put them together, whether that's Ms. Pomeranz or
3 the litigation team, the people that helped her. I mean,
4 I'm not really clear on how that's worded, but I'm -- you
5 know, I would hope that they would -- sorry. I would
6 hope that they would be held responsible for the
7 situation. It seems like they caused her a lot of grief,
8 as well.

9 You know, she's doing the best she can, and I'm
10 doing the best I can. And, you know, it seems like
11 there's a lot of deceit going on with those people,
12 whoever they are, wherever they are, and so I would hope
13 that they are held responsible.

14 MS. ANNA INDAHL: Just a couple more questions.
15 Before these complaints were filed, did you review them
16 at all?

17 MS. ALYSSA CARTON: I think I might have, but
18 in a very vague way. Like I didn't see any papers. I
19 think there was just mention of it. And so it was not
20 something that I had in my mind in a very concrete -- I
21 didn't have a concrete picture of what was going on,
22 because usually I need to be able to see something like
23 we saw earlier with the photos. As soon as I see a
24 photo, "Oh, I recognize that person. I know that
25 person's name."

1 So, you know, with these cases, you know, if I
2 had seen the picture or seen the written version of what
3 the cases looked like, you know, I would be able to --
4 I'd have a better understanding of, you know, what was
5 going on.

6 MS. ANNA INDAHL: So for each case, in
7 Paragraph 31, I'll just represent to you, it listed the
8 particular barriers you allegedly experienced.

9 MS. ALYSSA CARTON: Uh-huh.

10 MS. ANNA INDAHL: Did you review those to see
11 if they were accurate?

12 MS. ALYSSA CARTON: Not -- not by looking at a
13 paper. Not by looking at the actual written document.
14 But I did talk to the team at the time and say, "Yes, I
15 saw this." I mean, we had pictures of, you know, the
16 barriers, and I was aware of the pictures. I went back
17 to the locations and saw the barriers, myself. Somebody
18 witnessed me going back to those, you know, all those
19 locations so that, you know, everything was legit. And
20 so that's how that worked out.

21 But I didn't actually see a document at the
22 time.

23 MS. ANNA INDAHL: Were you made aware of the
24 settlement demands that were presented to various
25 defendants by your attorney in this case or by Litigation

1 Management Services?

2 MS. ALYSSA CARTON: No, I was not made aware of
3 that. I mean, I might have heard something, but it
4 didn't -- I wasn't sure if that was accurate, and I
5 didn't talk to her, talk to Sharon about that.

6 MS. ANNA INDAHL: So you never gave authority
7 for those offers?

8 MS. ALYSSA CARTON: No.

9 MS. ANNA INDAHL: Are you aware of how much
10 they were for?

11 MS. ALYSSA CARTON: I'm not aware of any of the
12 financial aspect of these cases.

13 MS. ANNA INDAHL: Have you shared your
14 Litigation Management Services contract with anybody,
15 over e-mail or otherwise?

16 MS. ALYSSA CARTON: I shared it with my mother.

17 MS. ANNA INDAHL: Okay.

18 MS. ALYSSA CARTON: I shared it with -- well,
19 she already knew about it, but I sent it back to her
20 because I wanted her to read it to me. Does that answer
21 your question?

22 MS. ANNA INDAHL: In part. Anybody else?

23 MS. ALYSSA CARTON: Well, I don't remember. I
24 don't --

25 MS. ANNA INDAHL: Did you e-mail it to a

1 reporter in Arizona?

2 MS. ALYSSA CARTON: I don't remember. I might
3 have. I don't remember.

4 MS. ANNA INDAHL: With regard to the statement
5 that you read at the beginning of this hearing, did you
6 prepare that?

7 MS. ALYSSA CARTON: Yes, I did.

8 MS. ANNA INDAHL: Alone?

9 MS. ALYSSA CARTON: My mother helped me. I
10 mean, we talked about it. She knew what I was going to
11 say. That's all.

12 MS. ANNA INDAHL: Was Litigation Management
13 Services involved in that statement?

14 MS. ALYSSA CARTON: No.

15 MS. ANNA INDAHL: I don't have any other
16 questions, but I do have a request of the Court, if we
17 could have an order that would preserve all
18 correspondence with Litigation Management Services to the
19 extent an attorneys' fees motion is deemed necessary, if
20 the Court would consider that, because we would need to
21 do limited discovery as far as issues that would relate
22 to that correspondence with Ms. Pomeranz and Ms. Carton,
23 and also with individuals that have been listed as part
24 of this team that may be AID or may be Litigation
25 Management Services.

1 THE COURT: Yes. So I'm going to order a
2 preservation of all correspondence or contacts, any of
3 that related to this case.

4 MS. ALYSSA CARTON: Can you explain that to me
5 a little bit more?

6 THE COURT: Sure. It means that any
7 correspondence that you have, any letters, any e-mails,
8 any text messages, any communications that you have had
9 with Ms. Pomeranz or others --

10 MS. ALYSSA CARTON: Uh-huh.

11 THE COURT: -- pretty much anyone, I want you
12 to save all of those communications.

13 MS. ALYSSA CARTON: Do you want me to print
14 them out?

15 THE COURT: I think right now, you can just
16 save them. However, if there are any on your cellphone,
17 make sure that they will not be automatically deleted
18 after a certain time period.

19 MS. ALYSSA CARTON: Sure. Well, the reason I'm
20 asking you is because I only have a cellphone. I mean,
21 my primary way of dealing with e-mail is through my
22 phone, so if you want me to go ahead and print them out
23 for you, I can do that.

24 THE COURT: That would be fine. Why don't you
25 do that.

1 MS. ALYSSA CARTON: I just want to make sure I
2 understand what you need so I can cooperate with the
3 Court.

4 THE COURT: All right. Ms. Carton, if you'd do
5 that, that might make it simpler. Okay?

6 MS. ALYSSA CARTON: Okay.

7 THE COURT: But I do want you to check your
8 settings to make sure that you don't have it so that it's
9 automatically going to delete any communications.

10 MS. ALYSSA CARTON: Okay.

11 THE COURT: Okay?

12 MS. ALYSSA CARTON: Yes. And do I need to talk
13 to somebody specific about how to do that? I don't know
14 who to ask to help me make sure that that is the way that
15 you're asking.

16 THE COURT: Probably your cellphone carrier.

17 MS. ALYSSA CARTON: Oh, okay. Now I know what
18 you're talking about.

19 THE COURT: But I think what you can do is --
20 I'm pretending I'm tech savvy here, but there's generally
21 a settings. Is it an Iphone that you have?

22 MS. ALYSSA CARTON: I have an Android phone.
23 It's a piece of garbage, in my opinion.

24 THE COURT: There generally is a settings.

25 MS. ALYSSA CARTON: Right. Okay. So I can go

1 over to my carrier and tell them that you guys need my
2 e-mails from my account.

3 THE COURT: Preserved.

4 MS. ALYSSA CARTON: Preserved. And then I ask
5 them to help me do that?

6 THE COURT: Yes.

7 MS. ALYSSA CARTON: Is that what you're asking?

8 THE COURT: That's what I'm suggesting.

9 MS. ALYSSA CARTON: Got it.

10 THE COURT: Okay.

11 MS. ALYSSA CARTON: I will do that. Thank you.

12 THE COURT: All right. Mr. Reid?

13 MR. SPENCER REID: Thank you, Your Honor.

14 My name is Spencer Reid. I represent New
15 Mexico Bank & Trust.

16 MS. ALYSSA CARTON: Hi.

17 MR. SPENCER REID: Hi. I think Ms. Indahl has
18 done a fine job and covered almost everything that I was
19 going to cover, but I do want to touch again back on that
20 interview where you told the TV reporter that you were
21 paid \$50 per complaint.

22 MS. ALYSSA CARTON: Sure.

23 MR. SPENCER REID: And I'm not trying to put
24 words in your mouth.

25 MS. ALYSSA CARTON: Oh, sure. You know, I

1 haven't seen the interview in a day or two, so I'm kind
2 of like, what should I say?

3 MR. SPENCER REID: Well, that seemed to make
4 sense to me, you know, because when I did watch it --

5 MS. ALYSSA CARTON: Yeah.

6 MR. SPENCER REID: -- because I understand you
7 filed 100 suits; is that correct?

8 MS. ALYSSA CARTON: I did file 100 suits.

9 MR. SPENCER REID: And at \$50 --

10 MS. ALYSSA CARTON: I think I filed more. But
11 anyway, I don't remember. Go ahead.

12 MR. SPENCER REID: And at \$50 per suit for 100
13 suits is \$5,000?

14 MS. ALYSSA CARTON: That makes some sense, so
15 it might be how that number comes out, yeah. I hadn't
16 done the math. I'm sorry.

17 MR. SPENCER REID: Does that refresh your
18 recollection?

19 MS. ALYSSA CARTON: It does refresh, yeah.

20 THE COURT: And I believe reference has been
21 made to you receiving \$5,000?

22 MS. ALYSSA CARTON: There has been some
23 reference, and that's kind of why I've gotten confused,
24 because I made that reference earlier and I didn't know
25 if that answered the question completely. And so I'm

1 glad that he's asking this in this fashion so that it
2 closes that issue, it sounds like.

3 THE COURT: Litigation Management Services gave
4 you a check for \$5,000?

5 MS. ALYSSA CARTON: I'm not sure if it -- it
6 was direct deposited, so I'm not really sure if it was in
7 a \$5,000 chunk or if it went in smaller chunks.

8 THE COURT: I'm not trying to pin you down.

9 MS. ALYSSA CARTON: Oh, sorry.

10 THE COURT: Was it \$5,000 exactly?

11 MS. ALYSSA CARTON: I'm assuming it was \$5,000
12 exactly, but I don't have my documents in front of me.
13 I'm sorry, Judge.

14 THE COURT: Okay. Thank you.

15 MR. SPENCER REID: And into what bank account
16 -- not the number, but the name of the bank. Into what
17 bank account was the money deposited?

18 MS. ALYSSA CARTON: Oh, Sandia Laboratory. I
19 don't remember. I mean, because I have -- I don't know.

20 MR. SPENCER REID: You don't know where you
21 bank?

22 MS. ALYSSA CARTON: No, I have a trust fund,
23 and it was deposited into my trust fund.

24 MR. SPENCER REID: And who is your trustee?

25 MS. ALYSSA CARTON: My sister.

1 MR. SPENCER REID: You don't have a corporate
2 or a banking trustee who looks after your finances?

3 MS. ALYSSA CARTON: My mom. Do you want to
4 help me? I'm so sorry to pull you into this garbage.

5 MRS. RUE CARTON: I balance her checkbook.

6 MR. SPENCER REID: At what bank, if I may ask?

7 MRS. RUE CARTON: The trust at Sandia National
8 Labs.

9 MS. ALYSSA CARTON: Oh, there you go. I knew
10 it was Sandia something. I'm sorry.

11 MR. SPENCER REID: A number -- quite a number
12 of the suits filed concerned the precise height of
13 parking.

14 MS. ALYSSA CARTON: Yes.

15 MR. SPENCER REID: And you made some comment
16 about that earlier, and I just want to clarify for my
17 understanding.

18 MS. ALYSSA CARTON: Uh-huh.

19 MR. SPENCER REID: I thought you said something
20 to the effect that if it's just a parking sign claim,
21 that you didn't attempt to go into the building. Did I
22 understand that correctly?

23 MS. ALYSSA CARTON: I do believe I said that,
24 yes.

25 MR. SPENCER REID: Okay. And that's true to

1 the best of your knowledge?

2 MS. ALYSSA CARTON: Yes. There were some
3 claims that we filed that were just outside parking lot
4 violations. We didn't go into a building. I don't know
5 if I clarified that very well, but yeah.

6 MR. SPENCER REID: So in those cases where
7 they're just parking lot signage claims, you don't know
8 whether there was any actual barrier to you getting into
9 the buildings?

10 MS. ALYSSA CARTON: No. I hadn't checked
11 anything. Are you talking about like the handicapped
12 buttons to open the door or --

13 MR. SPENCER REID: Any of those things.

14 MS. ALYSSA CARTON: Okay. Yeah, I don't think
15 we checked any of those. We just focused on the parking
16 lot, and we felt that that was acceptable at the time.
17 I'm assuming at this point that it probably was not and,
18 you know, it further humiliates a lot of people. But
19 yeah, that's the direction we took at the time.

20 MR. SPENCER REID: Thank you.

21 MS. ALYSSA CARTON: Thank you.

22 MS. ANNA INDAHL: I have just one small
23 follow-up question. With businesses that require a code,
24 like a day care center, for example, if it's a keyed
25 entry, did you actually go into those businesses?

1 MS. ALYSSA CARTON: I don't think we had
2 access. You're talking about something like a keyed
3 entry. I wouldn't know the code to get in there, so we
4 didn't -- I don't think we went in there. I mean, unless
5 there's an intercom, and I don't know if you're referring
6 to something, a business like that.

7 MS. ANNA INDAHL: I'm asking specifically with
8 regard to the day care center that you sued, did you go
9 into that building?

10 MS. ALYSSA CARTON: I don't have a picture of
11 the building or, you know, the address in front of me, so
12 I wouldn't know which -- like if I went into that
13 building or not.

14 MS. ANNA INDAHL: Do you recall getting access
15 through an intercom?

16 MS. ALYSSA CARTON: I don't.

17 MS. ANNA INDAHL: Okay. That's all I have.

18 MS. ALYSSA CARTON: Okay.

19 MS. SHARON POMERANZ: Can I ask the Court to
20 take judicial notice of the fact that parking violations
21 are defined in the CFR as barriers? Because they're
22 asking her if she encountered barriers, but it's a legal
23 term. She's not a lawyer.

24 And any violation on the premise is a barrier
25 under the CFR statute.

1 THE COURT: I understand that's your argument.

2 MS. SHARON POMERANZ: I'm just letting her know
3 that there were barriers. Parking is a barrier.

4 THE COURT: And you're referring to a sign
5 that's an inch too low is a barrier?

6 MS. SHARON POMERANZ: They are all defined as
7 barriers, architectural barriers in the regulations.
8 That's how the statute is implemented.

9 THE COURT: I understand that's your argument.
10 All right.

11 Mr. Rieder? Go ahead.

12 MR. GEOFFREY RIEDER: Good afternoon. You have
13 alleged in all of your complaints that I've seen, and in
14 pretty much all of them I think it's boilerplate
15 language, that you would patronize and go back to the
16 businesses that you went to as a result of your work with
17 Litigation Management Company. Do you understand my
18 question?

19 MS. ALYSSA CARTON: I think I do. I don't
20 agree with the usage of the word "patronize." I don't
21 intend to patronize people if they don't want me there.
22 I would not want to go back there. When I started these
23 cases I intended to, you know, go and participate in, you
24 know, receiving services or, you know, depending on the
25 type of business.

1 MR. GEOFFREY RIEDER: Okay.

2 MS. ALYSSA CARTON: And my intentions were
3 decent at the time, although kind of ill-advised. And I
4 guess if you're referring to that part of it, you know,
5 maybe going back would be patronizing. But my intent is
6 not to patronize businesses, so I have an issue with that
7 language. I'm sorry.

8 MR. GEOFFREY RIEDER: One of the two defendants
9 that I represent has a business that's located on Lomas
10 and has a transmission shop in it. Do you remember being
11 at a transmission shop?

12 MS. ALYSSA CARTON: I think I went to Auto
13 Zone, but I don't know if you're referring to the same
14 business.

15 MR. GEOFFREY RIEDER: It's an AAMCO auto
16 transmission shop.

17 MS. ALYSSA CARTON: Yes, I think I do remember
18 going over there.

19 MR. GEOFFREY RIEDER: And I think I heard you
20 say earlier in the day, but it's getting late, so maybe I
21 didn't --

22 MS. ALYSSA CARTON: Yeah.

23 MR. GEOFFREY RIEDER: You don't have a vehicle,
24 do you? You don't own a car?

25 MS. ALYSSA CARTON: I used to have a vehicle.

1 I don't at this moment. My goal is to get a vehicle in
2 the future. But I think when I was talking about
3 vehicles earlier, I was talking about new vehicles and
4 new cars, and I don't have the finances for a new
5 vehicle. So I hope that clarifies part of your question.

6 MR. GEOFFREY RIEDER: All right. But as of the
7 time that the complaint was filed against the person who
8 has the business where the transmission shop is located,
9 just to be clear, you didn't own a car? You didn't have
10 a car?

11 MS. ALYSSA CARTON: I did not own a car. I do
12 have friends that own cars, that are disabled, and so I
13 thought for that location, that that was a tester status,
14 but I don't really remember what the filing was. I
15 apologize.

16 MR. GEOFFREY RIEDER: Well, and if I represent
17 to you that your complaint against the business that owns
18 the strip shop where that AAMCO transmission shop is
19 located, that you intended to go back to that facility to
20 take advantage of their goods and services, that would be
21 correct, right?

22 MS. ALYSSA CARTON: That -- I think with that
23 particular business, I probably wouldn't because I don't
24 have a vehicle, so I can't -- I don't have any need for
25 that particular goods and services at this time.

1 MR. GEOFFREY RIEDER: And --

2 MS. ALYSSA CARTON: But I would later if I
3 bought a car.

4 MR. GEOFFREY RIEDER: Okay. And another
5 business I represent is on Eubank. I think it's 2801 or
6 3801 Eubank.

7 MS. ALYSSA CARTON: Is it a gas station or -- I
8 don't know what that is.

9 MR. GEOFFREY RIEDER: Well, no. Actually, it's
10 a doctor's office.

11 MS. ALYSSA CARTON: Okay. Got it.

12 MR. GEOFFREY RIEDER: It's a doctor who is a
13 child ophthalmologist. Do you have need of child
14 ophthalmology services in your household?

15 MS. ALYSSA CARTON: Is it a dental service?

16 MR. GEOFFREY RIEDER: No, it's eyes,
17 ophthalmologist.

18 MS. ALYSSA CARTON: I don't know what kind of
19 doctor that is, but I don't have a child, so -- but I
20 have a friend that is disabled, that has a child, and
21 it's possible that I meant to go there as a tester. So I
22 hope that clarifies.

23 MR. GEOFFREY RIEDER: Do you have any memory of
24 actually going into the premises?

25 MS. ALYSSA CARTON: Say that one more time.

1 MR. GEOFFREY RIEDER: Do you have any memory of
2 actually going into the premises?

3 MS. ALYSSA CARTON: No, I don't have any
4 memory. I remember being in the parking lot. I passed
5 by that place before, but I never went in there.

6 MR. GEOFFREY RIEDER: All right. I appreciate
7 that.

8 MS. ALYSSA CARTON: Thank you.

9 MR. GEOFFREY RIEDER: You're aware that as a
10 result of the last hearing and your not being in
11 attendance, the Court had asked some questions of your
12 lawyer, and I don't mean to beat a dead horse, but I just
13 want to make sure this is all clear.

14 MS. ALYSSA CARTON: Thank you.

15 MR. GEOFFREY RIEDER: Did you ever, when the
16 last hearing was, get on a City bus in order to try to
17 come to these proceedings as the Court had ordered?

18 MS. ALYSSA CARTON: Are you talking about was
19 my intent in coming here to use the City bus to get here
20 to the hearing?

21 MR. GEOFFREY RIEDER: Let me ask you the
22 question a little differently.

23 MS. ALYSSA CARTON: Okay.

24 MR. GEOFFREY RIEDER: Your lawyer represented
25 to Judge Molzen at the last hearing that she had received

1 a text from you --

2 MS. ALYSSA CARTON: Yes.

3 MR. GEOFFREY RIEDER: -- saying that your bus
4 had broken down and you weren't going to be able to get
5 here.

6 MS. ALYSSA CARTON: Yes. I exaggerated the
7 truth on that. I apologize.

8 MR. GEOFFREY RIEDER: Is that what the text
9 said?

10 MS. ALYSSA CARTON: The text was basically that
11 the bus had broken down or -- I don't have my phone in
12 front of me. Something along the lines that the bus had
13 broken down and that it was going to take a while, you
14 know, to get there. I don't know what I wrote. I knew
15 it was a lie, and I think that's the important part. I'm
16 assuming that I exaggerated the truth, and I didn't show
17 up.

18 MR. GEOFFREY RIEDER: All right.

19 MS. ALYSSA CARTON: Is that what you're --

20 MR. GEOFFREY RIEDER: You didn't show up, but
21 the circumstance of it is a little more conflicted than
22 that, simply because I had asked your lawyer to preserve
23 the text that you had sent, and she responded to me. I
24 sent an e-mail to her --

25 MS. ALYSSA CARTON: Okay.

1 MR. GEOFFREY RIEDER: -- which I've got as an
2 exhibit. If the Court please, I can hand it to the
3 witness. But the next morning, I got a text back from
4 your lawyer, saying that prior to receiving my e-mail,
5 she had deleted the text that you had sent to her.

6 MS. ALYSSA CARTON: Right.

7 MR. GEOFFREY RIEDER: Are you aware of the
8 circumstance?

9 MS. ALYSSA CARTON: I'm not aware that she
10 deleted it. I might have deleted it myself.

11 MS. SHARON POMERANZ: Do you remember I called
12 you?

13 MS. ALYSSA CARTON: Oh.

14 MS. SHARON POMERANZ: And asked you if you had
15 your text to provide if the Court needed it?

16 MS. ALYSSA CARTON: I don't remember that.
17 I'll have to look at my phone and see if I still have it.

18 MS. SHARON POMERANZ: I did ask her to save it.

19 MR. GEOFFREY RIEDER: Do you have it here
20 today?

21 MS. ALYSSA CARTON: Huh?

22 MR. GEOFFREY RIEDER: Do you have your phone
23 here today?

24 MS. ALYSSA CARTON: My phone is in my mother's
25 car.

1 MR. GEOFFREY RIEDER: Okay. Will you promise
2 the Court that you will make a search of your texts --

3 MS. ALYSSA CARTON: Sure.

4 MR. GEOFFREY RIEDER: -- and see if that is
5 there?

6 MS. ALYSSA CARTON: Yes, I will do that.

7 MR. GEOFFREY RIEDER: All right. Now,
8 actually, the way you had intended to get to the
9 proceedings wasn't through the bus system at all, was it?

10 MS. ALYSSA CARTON: No, it was through the bus
11 system.

12 MR. GEOFFREY RIEDER: Let me try the question a
13 different way. There is a --

14 MS. ALYSSA CARTON: Sun Van.

15 MR. GEOFFREY RIEDER: -- van ride that the City
16 has; is that right?

17 MS. ALYSSA CARTON: Yes.

18 MR. GEOFFREY RIEDER: And you had made a --

19 THE COURT: Everybody needs to talk one at a
20 time, please.

21 MS. ALYSSA CARTON: Sorry. Can you repeat
22 that? I'm so sorry.

23 MR. GEOFFREY RIEDER: Sure. So your mode of
24 transportation to come to the proceedings that you missed
25 was not the bus at all, the City bus?

1 MS. ALYSSA CARTON: When I said "the bus," I
2 should have clarified that I meant ABQ Ride, which is a
3 handicapped transit --

4 MR. GEOFFREY RIEDER: Okay.

5 MS. ALYSSA CARTON: -- used for people with
6 disabilities. I didn't clarify that because I didn't
7 understand. I didn't imagine that it would become this
8 monster.

9 MR. GEOFFREY RIEDER: All right.

10 MS. ALYSSA CARTON: So I apologize for not
11 clarifying that when I said "the bus," I meant ABQ Ride,
12 which is a handicapped transit ride system for people
13 with physical disabilities.

14 MR. GEOFFREY RIEDER: And the records of the
15 van ride program I have before me here, but to cut to the
16 chase, isn't what happened is that the driver showed up
17 at your house too early for you?

18 MS. ALYSSA CARTON: Yes, they showed up early.
19 I went to sleep that night, and I intended on getting up
20 a little bit earlier than I was able to. I was dressed
21 in the clothes I had the day before, and by the time they
22 got there, I was just -- I just didn't have a chance to
23 shower and get ready for the day. They showed up early.

24 I don't know if you all are aware of how Sun
25 Van -- sorry, ABQ Ride; they used to be called Sun Van --

1 how they operate. You call ahead. You make a bus
2 reservation. You have a 15-minute window before your
3 designated ride. So that means if I were to call and
4 say, "I need a ride to go to court and I need them to
5 pick me up at 8:30," they have the right to show up at
6 8:15. They also have the right to show up at 8:45 and
7 still be in their allotted time.

8 What they did is, they showed up earlier. And
9 I'm using this as an example. I don't know what the time
10 was that I asked for that particular day, but they showed
11 up earlier than I had asked for them to be there, and
12 earlier than their early window, so I was not ready for
13 them to be there. I needed probably about 20 more
14 minutes for myself to get ready. And knowing the way
15 that they operate, they're only allowed to give me five
16 more minutes.

17 So what happened was, I said, "You can go ahead
18 and go, I'm not ready, and I'll just have to deal with
19 the consequences." So I shooed them away. I was tired.
20 I went back to sleep for a few minutes, and thought, oh,
21 crud, I need to talk to my lawyer. And I just -- I had
22 assumed that, you know, she would be able to handle it.
23 You know, I had heard somewhere that, you know, if I
24 didn't show up, it might be possible for them -- for
25 things to just move along without me. It was probably

1 ill-advised.

2 But that wasn't my intent, to skip, you know,
3 being here, but I just thought, well, I'm not able to
4 make it now because I'm not ready. So I just tried to
5 relax and figure out, you know, what do I do now. So --

6 MR. GEOFFREY RIEDER: And so what you did now
7 was go back to sleep?

8 MS. ALYSSA CARTON: I went and kind of relaxed
9 a little bit, and then I decided to call my lawyer and
10 say, "Hey, I'm not able to make it." And I probably
11 could have -- I debated whether to call my family or not,
12 because usually my family is either, you know, getting
13 ready for their day or, you know, they're still asleep or
14 whatever, depending on the person. And I just at that
15 point in time, I just didn't know what to do about it. I
16 didn't feel -- I didn't feel like I needed to worry about
17 it, because I did the best I could --

18 MR. GEOFFREY RIEDER: Okay.

19 MS. ALYSSA CARTON: -- to make a bus
20 reservation.

21 MR. GEOFFREY RIEDER: Did you come on the van
22 this morning?

23 MS. ALYSSA CARTON: My mother brought me here.

24 MR. GEOFFREY RIEDER: And she's here in the
25 courtroom?

1 MS. ALYSSA CARTON: She is here in the
2 courtroom.

3 MR. GEOFFREY RIEDER: And it occurred to you,
4 when you realized that something got twisted around in
5 terms of the van ride --

6 MS. ALYSSA CARTON: Yes.

7 MR. GEOFFREY RIEDER: -- that one of the people
8 you would have thought to call probably would be your
9 mom, I suppose?

10 MS. ALYSSA CARTON: Well, I assumed, like I
11 said earlier, that she might have been asleep. I mean, I
12 don't -- you know, she and I discussed that and, you
13 know, I regret not calling her, you know.

14 MR. GEOFFREY RIEDER: You realize that the
15 hearing was set for 10:00, the same as today's hearing?

16 MS. ALYSSA CARTON: Yes. I don't know -- I
17 didn't explain -- with Sun Van, the way that that works
18 is that they take an hour to get from my house to
19 whatever location they're scheduled to go to, because
20 they've got other people on the ride, on the bus.

21 Now, maybe what you're inferring is that I had
22 a whole hour to call my mother and say, "I need help
23 getting to court."

24 MR. GEOFFREY RIEDER: Let's --

25 MS. ALYSSA CARTON: I should have. I should

1 have done that.

2 MR. GEOFFREY RIEDER: That was an alternative
3 and, yes, it's something that you should have considered
4 doing.

5 MS. ALYSSA CARTON: Yes, I should have.

6 MR. GEOFFREY RIEDER: But did you know that the
7 scheduled pickup for you was supposed to be at 9:12?

8 MS. ALYSSA CARTON: I asked for -- wait a
9 minute. I remember scheduling a 9:00, and maybe it was a
10 -- no, it was an 8:45. I scheduled an 8:45. And
11 sometimes it happens, it occurs that, you know, you call
12 and you make a bus reservation, and you've got a
13 situation where somebody doesn't document the correct
14 time or whatever. You know, they're talking to somebody
15 else and they're in their office or -- I don't know. I
16 don't know.

17 I don't understand the relevance at this point.
18 I've apologized.

19 MR. GEOFFREY RIEDER: Yeah. Be that as it may,
20 the driver apparently, according to the records of the
21 City, was in your driveway at your home at 8:29. Does
22 that ring a bell with you?

23 MS. ALYSSA CARTON: Yes. And they were early.
24 That's what my point is. They were early, and I wasn't
25 ready, and I shoood them away.

1 MR. GEOFFREY RIEDER: All right. And do you
2 remember, before you shoood him away, that the driver
3 told you that he could wait for you?

4 MS. ALYSSA CARTON: Yes.

5 MR. GEOFFREY RIEDER: Okay.

6 MS. ALYSSA CARTON: And all he was able to wait
7 for me was five minutes. I know the drill. That's how
8 it works. Five minutes.

9 MR. GEOFFREY RIEDER: He said that to you on
10 this occasion, "I can only wait five minutes"?

11 MS. ALYSSA CARTON: He did not say that. That
12 is, he said -- well, actually, I had met him the day
13 before on a different ride. He was a new employee, so he
14 does not understand how ABQ Ride works. I've been a
15 rider of ABQ Ride since I was 13. I am 39. So that is
16 how they operate, and I knew that's how that was going to
17 play out, so I had no problem shooving him away and
18 saying, "I'm not able to make it. You can go ahead and
19 go."

20 MR. GEOFFREY RIEDER: So if the record from the
21 City indicates that the new driver, which he was a new
22 driver --

23 MS. ALYSSA CARTON: Yes.

24 MR. GEOFFREY RIEDER: -- says, "He offered to
25 wait, and she told him that she wasn't going today" --

1 and this is at 8:29.

2 MS. ALYSSA CARTON: I didn't say those words
3 directly to him. I did not say, "I'm not going today" --

4 MR. GEOFFREY RIEDER: All right.

5 MS. ALYSSA CARTON: -- when I was referring and
6 talking to him. Those were not my words. Those were his
7 words.

8 MR. GEOFFREY RIEDER: All right. Did your
9 lawyer communicate to you the consequence and the chaos
10 that was as a result of you not being here a week ago
11 when the Court ordered you to be?

12 MS. ALYSSA CARTON: I don't know if she
13 communicated all of it, but I assumed that the
14 consequences, and I had to come back and apologize to the
15 Court and everybody who was involved and, you know, show
16 up, be here and testify. I don't know if there's
17 anything else. Is there?

18 MR. GEOFFREY RIEDER: Is there anything else?

19 MS. ALYSSA CARTON: Is there any other
20 consequence?

21 MR. GEOFFREY RIEDER: That's up to the Judge.

22 MS. ALYSSA CARTON: Okay. And I'm willing to
23 accept that. I'm just saying, I don't know if there's
24 anything else. I understand that there could be at this
25 point in time, and I respect the Judge's decision on that

1 matter.

2 MR. GEOFFREY RIEDER: Let me go back to the
3 confidential agreement that has been mentioned here a few
4 times. You testified earlier that you may have e-mailed
5 somebody that document. Do you recall that testimony?

6 MS. ALYSSA CARTON: Yes.

7 MR. GEOFFREY RIEDER: As a matter of fact,
8 didn't you e-mail that to a reporter over in Phoenix who
9 was doing a report about all these things?

10 MS. ALYSSA CARTON: I'm assuming, since you
11 brought up Phoenix, I probably did.

12 MR. GEOFFREY RIEDER: Okay. That's all I have,
13 Your Honor.

14 THE COURT: All right. Any other questions?
15 No? All right.

16 Ms. Pomeranz, were you associated with
17 Litigation Management Services before Ms. Carton came to
18 you, seeking your services?

19 MS. SHARON POMERANZ: I had answered their ad
20 prior to meeting Ms. Carton, yes, but I didn't sign my
21 agreements with them until after meeting Ms. Carton. But
22 I had been in discussions with them about the work prior.

23 THE COURT: All right. I'm going to order that
24 both you and Ms. Carton provide me with copies of those
25 agreements that you have --

1 MS. SHARON POMERANZ: Yes, Your Honor.

2 THE COURT: -- with Litigation Management
3 Services. I'll look at it, and then based upon the
4 testimony here today, I will see whether or not they
5 should be made available to others; and if so, if that
6 should be pursuant to any kind of confidentiality
7 agreement.

8 There's a chance that it will be produced by
9 court order. That should alleviate any concerns you may
10 have with being in breach of that contract.

11 MS. SHARON POMERANZ: Thank you, Judge.

12 THE COURT: I'm kind of at a loss of how to
13 proceed at this point.

14 MS. SHARON POMERANZ: I would like to say that
15 after the last hearing, I did get some calls from people
16 expressing upset about the situation, but we did get some
17 calls from people who are disabled, thanking Ms. Carton
18 for her courageousness, so I'd like her to know that and,
19 you know, let everybody here know that even though Ms.
20 Carton is now seeking to dismiss these cases, she did
21 make a difference because she did remediate some
22 violations. And so whatever happens with the rest of the
23 businesses in Albuquerque, whether -- the important part
24 is that she has raised awareness and has remedied
25 violations, and I thank her for that.

1 THE COURT: I have no doubt, Ms. Carton, that
2 you intended to help to remediate. That's the purpose
3 behind the ADA. However, I agree with you, Ms. Carton,
4 that this has caused bad feelings among the business
5 community.

6 MS. ALYSSA CARTON: Yeah. Yes.

7 THE COURT: It has actually backfired, and it
8 would have been much preferable, had your attorney and
9 this group that you looked at or worked with given more
10 thought --

11 MS. ALYSSA CARTON: Yes.

12 THE COURT: -- to the consequences of this
13 rapid fire. I want to talk to you about this case called
14 Molski v. Mandarin Touch Restaurant, and I discussed it.
15 I'm just going to read to you what this judge said --

16 MS. ALYSSA CARTON: Okay.

17 THE COURT: -- in a similar case.

18 MS. ALYSSA CARTON: Was this --

19 THE COURT: 2004.

20 MS. ALYSSA CARTON: Okay. So this isn't one of
21 my cases?

22 THE COURT: No, not at all.

23 MS. ALYSSA CARTON: I'm like, I don't recognize
24 this restaurant. I'm paranoid now.

25 THE COURT: No, it's a lawsuit out of the

1 Central District of California.

2 MS. ALYSSA CARTON: Okay. Thank you.

3 THE COURT: It's in Federal Court, and it's
4 actually a long while ago, 2004.

5 MS. ALYSSA CARTON: Okay.

6 THE COURT: This judge -- and I don't have his
7 name or her name right now.

8 It says, "The ability to profit from ADA
9 litigation has given birth to what one Court described as
10 'a cottage industry.'"

11 And I'm going to omit the citations and the
12 references in this, just to give you the content.

13 MS. ALYSSA CARTON: Thank you.

14 THE COURT: "The scheme is simple: An
15 unscrupulous law firm sends a disabled individual to as
16 many businesses as possible, in order to have him
17 aggressively seek out any and all violations of the ADA.
18 Then, rather than simply informing a business of the
19 violations, and attempting to remedy the matter through
20 'conciliation and voluntary compliance,' a lawsuit is
21 filed, requesting damage awards that would put many of
22 the targeted establishments out of business. Faced with
23 the specter of costly litigation and a potentially fatal
24 judgment against them, most businesses quickly settle the
25 matter. The result of this scheme is that 'the means for

1 enforcing the ADA (attorney's fees) have become more
2 important and desirable than the end (accessibility for
3 disabled individuals).' Serial plaintiffs, like" -- in
4 that case, Mr. Molski -- "serve as 'professional pawns in
5 an ongoing scheme to bilk attorneys' fees.' It is 'a
6 type of shotgun litigation that undermines both the
7 spirit and the purpose of the ADA.'"

8 It looks to me like you were such a pawn.

9 MS. ALYSSA CARTON: Yeah.

10 THE COURT: And I will be looking at that as I
11 proceed in formulating what my recommendations will be to
12 Chief Judge Armijo.

13 MS. ALYSSA CARTON: Thank you, Your Honor.

14 THE COURT: I may be asking for briefing on
15 certain issues. I don't want every single defendant to
16 have to add in on this briefing, but I think there are a
17 couple of issues that I do have, once I review the
18 transcript from today; and, again, the potential issue of
19 sanctions.

20 Jeff, do you have anything else you want me to
21 ask?

22 LAW CLERK JEFFRIE MINIER: No.

23 THE COURT: All right. With that, I should
24 know how I'm going to proceed within the next week.

25 I'll expect those agreements by close of

1 business tomorrow.

2 MS. SHARON POMERANZ: Absolutely, Judge.

3 THE COURT: All right.

4 And thank you for bringing your daughter today.

5 It's much appreciated.

6 MRS. RUE CARTON: Yes.

7 THE COURT: And we'll be in recess.

8 LAW CLERK JEFFRIE MINIER: All rise.

9 (Proceedings concluded at 12:53 p.m.)

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1 UNITED STATES OF AMERICA

2 DISTRICT OF NEW MEXICO

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